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The Solicitors' Journal and Reporter.

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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

THE CHANCERY registrars in attendance during the Christmas Vacation will be Mr. LEACH up to the 31st of December and Mr. CLOWES from the 2nd of January.

BOTH DIVISIONS of the Court of Appeal rose for the vacation on Monday, thus depriving suitors of the benefit of two days' work in each court. All the judges of the Chancery Division, without exception, sat up to the last day of the sittings.

THE APPOINTMENT of Mr. J. V. AUSTIN as judge of the Bristol County Court, in the room of the late Mr. METCALFE, Q.C., is one which is likely to prove very satisfactory. The new judge has had an extensive practice on the Western Circuit and in town, and is in every way well qualified for the position. We hope that an equally capable successor may be found for Mr. MACKONOCHIE, whose death creates a vacancy in the Dorchester County Court.

AN ORDER was made on the 22nd inst. transferring fifty actions from the list of Mr. Justice ROMER to Mr. Justice WRIGHT, who will sit, in Hilary, 1893, as an additional judge of the Chancery Division. At the time of going to press the order was not in print, but we have been able to compile a list of these actions, which will be found in another column. The order for a further transfer to the Queen's Bench Division of the remainder of the actions marked Q.B. in the books is not yet made.

A CORRESPONDENCE has taken place between the Foreign Office and the Spanish Government, through the embassy at Madrid, with reference to the procedure to be adopted when the evidence of Spanish witnesses is to be taken for use by or before a court of justice in Great Britain; and it is arranged that such evidence shall be obtained in future by means of letters of request, addressed by the British court to the competent Spanish tribunal, and forwarded and returned through the Diplomatic channel. The practice in such a case is regulated by R. S. C., ord. 37, r. 6*a* (see note to this rule in Annual Practice, p. 693). The new arrangement only concerns Spanish witnesses, and it is to be assumed that where British witnesses are to be examined in Spain the issue of a commission is admissible. At the same time, it may in some cases, even when the witnesses are British, be more convenient to obtain their evidence by means of letters of request.

None of our daily contemporaries have been quite correct as to the arrangement which has been come to with regard to the Crown Office. It has been stated that the Treasury have effected a saving of £1,000 a year by the reorganization, which is approximately correct, but otherwise the paragraphs in the daily papers are somewhat misleading. They state that "an assistant-mastership is to take the place of the two abolished offices of Master of the Crown Office and second-class clerk, and that Mr. Short is to have an additional £200 a year granted to him." It was very natural under the circumstances that the inference generally drawn from this statement was that Mr. Short had been appointed to the assistant-mastership at a salary of £800 a year, and the expressions of satisfaction at this act of justice to Mr. Short, whose long and valuable services are held in high appreciation by the judges and all concerned in Crown Office business, were very general. Unfortunately, Mr. Short (who is the author of a well-known book on Crown Office Practice) has not been granted even an immediate £200 a year, as stated, but only an annual increment of £50 per annum, rising until £800 a year is reached, and the assistant-mastership has been given to the Hon. Gilbert Coleridge, son of the Lord Chief Justice, who is appointed at £800 per annum, rising to £1,000.

On a former occasion (35 Solicitors' Journal, 149, 239) we discussed at some length the questions that arise with regard to the application of the provisions as to maintenance contained in the Conveyancing Act, 1881, s. 43, to gifts of personal property. Since those articles were written *Re Jeffery, Burt* v. *Arnold*, has been reported (1891, 1 Ch. 671), and in *Re Burton's Will* (1892, 2 Ch. 38) Chitty, J., has dissented from that part of the judgment in *Re Jeffery* which decided that the whole of the income went to the grandchild who first attained twenty-one. A recent decision of North, J. (*Adams* v. *Adams*, reported elsewhere), requires consideration. In that case a testator gave his residuary real and personal estate on trust for conversion, and directed his trustees to stand possessed of one-third part thereof on trust in equal shares for all the children of his brother T. (who died before the testator) who should survive the testator, and, being sons, attain twenty-one, or, being daughters, attain that age or marry. No child had yet attained a vested interest, and, on an application for maintenance, North, J., held that the income belonged to the children who ultimately became entitled to the capital, and that, as long as all the children were contingently entitled, both the income and capital belonged to them contingently, but that the income belonged to them, not as income, but as part of the residue. He then held, correctly enough, that at present the infants were entitled to maintenance, reserving the question as to whether this would be the case when a child attained a vested interest, having regard to the discrepancy between the decisions in *Re Jeffery* and *Re Burton's Will*. Why does not one of the many lawyers in Parliament endeavour to have this question solved by the Legislature?

The members of Court of Appeal No. 2 appear to have exhausted themselves on Monday over the lengthy judgments they delivered in the Nordenfelt case, and consequently, like their colleagues in Court of Appeal No. 1, who, however, had no such excuse, they rose on that day, and so added a couple of days to the Christmas Vacation. Upon the whole the decision seems to have materially advanced the law relating to general covenants in restraint of trade, but the judgments are somewhat in conflict as to the extent to which the old distinction between general and partial restraint is still in existence. The development of the matter hitherto has been very plain. Originally all covenants in restraint of trade were held to be against public policy, and therefore void. Then a distinction was drawn between general and partial restraint. Covenants in general restraint of trade were such as extended throughout all England, whether they were limited in time or not, and this, apparently, on the ground that they could be of no use to the covenantee. "What," it was said, "does it signify to a tradesman in London what another does at Newcastle?" Such covenants were wholly void. But to covenants in partial restraint a grudging recognition was given. The presumption was against their validity (*Mitchell* v. *Reynolds*, 1 Sm. L. C. 430), but they might be supported if it could be shewn that they were given for adequate consideration, and that they were reasonable. By this last requirement it was meant that they must be no more than sufficient for the protection of the covenantee, and not so large as to interfere with the interest of the public (*Horner* v. *Graves*, 7 Bing. 735). In course of time they advanced in judicial favour. The presumption against them disappeared (*Tallis* v. *Tallis*, 1 E. & B. 391), and, provided there was a consideration, it was left to the parties to settle whether the consideration was adequate (*Hitchcock* v. *Coker*, 6 A. & E. 438). Hence any covenant in partial restraint of trade was held to be valid unless the party who impugned it could shew that it was unreasonable in the sense above defined. The law having got so far, it was natural in the next place to inquire whether the rigid distinction between general and partial restraint could really be supported, or whether even covenants in general restraint of trade ought not to be judged, like other covenants, by the test of reasonableness. In *Rousillon* v. *Rousillon* (28 W. R. 623, 14 Ch. D. 351) Fry, J., adopted the latter view, though he seems to have interpreted the test too narrowly, and to have considered only whether the covenant was reasonably sufficient for the person to be benefited by it. In *Davies* v. *Davies* (36 W. R. 86, 36 Ch. D. 359), in the Court of Appeal, the same judge, as Lord Justice, expressed a similar opinion, while Cotton, L.J., adhered to the strict distinction between general and partial restraint, the former being in any case bad; the latter depending on the test of reasonableness. The matter, however, had not there to be decided, and the doubt thus raised was left unsettled.

An opportunity of settling it has now arisen in *The Maxim-Nordenfelt Guns Co.* (*Limited*) v. *Nordenfelt*, and the Court of Appeal have had no little difficulty in dealing with the venerable distinctions of the common law. Lindley, L.J., speaks of the rule approved by Fry, L.J., as representing the present tendency of the law, though he calls attention to the point noticed above, that stress had been laid too exclusively on the interest of the covenanting parties. He corrects this by saying that the interest of the public must also be regarded, and as to all covenants, those in general restraint, as well as those in partial restraint of trade, he would inquire whether they are against public policy. Practically, A. L. Smith, L.J., delivered judgment to the same effect, though he was satisfied to submit all such covenants to the test of reasonableness, not as between the parties merely, but having regard also to the public interest, according to the definition of the test given in *Horner* v. *Graves* (*suprd*). This appears to be more satisfactory. Public policy is a very unruly horse we are told, and when once you get astride of it you never know where it will carry you. Where possible, it is better to avoid the phrase, and in the present connection it is quite enough to say that the restraint, whether general or partial, must be reasonable—that is, it must not be greater than is necessary for the protection of the party to be benefited, and must not be prejudicial to the public interest. Bowen, L.J., on the other hand, was much more cautious about disregarding the ancient distinction. He treated this as still sound, and apparently was only able to concur in the decision by making the case in question an exception to the rule against general restraint. The sale of a trade secret, he said, had been treated in *Leather Cloth Co.* v. *Lorsont* (18 W. R. 572, L. R. 9 Eq. 345) as exceptional, and he placed the sale of the goodwill of the defendant's business in the same category. Of course the objection at once arises that the admission of exceptions of the latter kind destroys the rule, and such we believe to be the real outcome of Lord Justice Bowen's judgment as well as of those of his colleagues. A good deal of stress was laid on the special circumstances of the case, and to a certain extent this renders the decision of less value upon the mere point of law, but practically it would seem that the question raised in *Davies* v. *Davies* has now been decided. All restraints of trade are subject to the one test of reasonableness, and they are unreasonable if they are greater than the interests of the parties require, or if they are prejudicial to the public.

The possession of title deeds by the owner of property is in

general a guarantee either that he is in a position to execute a legal mortgage, or that, at any rate, if there is such a mortgage already in existence, a subsequent equitable mortgagee who makes his advance on the faith of the title deeds will acquire priority. But there are, of course, exceptions to this rule. Where the deeds have come out of the possession of a legal mortgagee, there may have been on his part no such fraud or negligence as will condemn him to be postponed, and indeed it seems that mere negligence will not have this effect. A mortgagee, it has been said (*Northern Counties Insurance Co.* v. *Whipp*, 26 Ch. D., at p. 493), is not bound to keep title deeds in custody as though they were wild beasts, and the negligence must be such as to amount to fraud. But in addition to the circumstance that the subsequent incumbrancer may not be able to prove the necessary kind of negligence against the person out of whose custody the title deeds have been improperly removed, it may be that such person's interest in the mortgage was limited, and that his conduct, although it might affect himself, would not affect other parties who had properly left the deeds under his control. An example of this is afforded by the recent case of *Re Ingham, Jones* v. *Ingham* (*ante*, p. 80) before STIRLING, J. In 1879 INGHAM executed a legal mortgage of certain property, the deeds being handed over to the mortgagee. The mortgagee died in 1880, having appointed ANN PEDLEY and T. W. PEDLEY his executors. He devised and bequeathed all his property to ANN PEDLEY for life, with remainder to T. W. PEDLEY, and devised and bequeathed to the two as joint tenants all estates vested in him as mortgagee. ANN PEDLEY took possession of the deeds, and gave them up to INGHAM, that he might arrange for a transfer of the mortgage. In fact, he used them to obtain a further loan from a bank, and, depositing them with the bank, he sent back to the executrix and tenant for life a parcel in which they were supposed to be, but which she omitted to examine. After her death T. W. PEDLEY discovered the fraud, and claimed to set up his legal mortgage against the bank and to obtain delivery of the title deeds. This claim STIRLING, J., held to be right. Whether the conduct of ANN PEDLEY was such as to postpone her in respect of her beneficial interest or not, it was, at any rate, ineffectual to prejudice T. W. PEDLEY, who had left the title deeds properly in her custody, and who upon her death became sole legal mortgagee.

HAVING REGARD to the decisions as to the rights of mineral owners after land has been taken by a railway company under statutory authority, there appears to be no difficulty in the case of *The Ruabon Brick and Terracotta Co.* v. *Great Western Railway Co.*, recently decided by the Court of Appeal. It was settled by the House of Lords in *Great Western Railway Co.* v. *Bennett* (L. R. 2 H. L. 27) that the rights left in the mineral owner after the railway company have taken the surface are very different from those which he would have upon a voluntary grant of the land with a reservation of minerals. In the latter case, if he sold the land for the purpose of making a railway, he would impliedly sell it with all necessary support, both subjacent and adjacent, required for the purpose of supporting the railway. But a statutory sale is made upon the terms of the statute, and these are contained in sections 77 to 79 of the Railways Clauses Consolidation Act, 1845. The theory is that the land is sold in the first instance as though no minerals existed. The company gets the surface, which is all it wants. But if after this it turns out that there are minerals, and if the owner wishes to work them, he is then to be in the same position as if he had never sold any part of the surface at all (per Lord CRANWORTH in *Great Western Railway Co.* v. *Bennett*). Thus, by section 79, if, after notice to treat, the company do not within the prescribed time state their willingness to treat with him, he is at liberty to work the mines, "so that the same be done in a manner proper and necessary for the beneficial working thereof, and according to the usual manner of working such mines in the district where the same shall be situate." And accordingly he is not liable to the company if, in the course of such working, the railway subsides. Moreover, it has been decided that the expression in section 77 of the Act, "mines of coal, ironstone, slate, or other minerals," includes quarries or other modes of getting the minerals by surface working. To this effect were the judgments of Lords HERSCHELL and WATSON in *Midland Railway Co.* v. *Robinson* (38 W. R. 577, 15 App. Cas. 19), though Lord MACNAGHTEN dissented, adhering to the opinion he had expressed in *Provost of Glasgow* v. *Farie* (37 W. R. 627, 13 App. Cas. 657), that mines involve underground working. If, then, the reservation of minerals reserves to the mineral-owners all minerals, whether got by underground or by surface working, and if the mineral-owners can exercise their statutory rights regardless of any damage they may do to the railway, it appears to follow that it is as lawful for them to enter and work from the surface as to approach the railway from below; and so accordingly the Court of Appeal, affirming the judgment of KEKEWICH, J., decided.

THE BAR COMMITTEE'S REPORT.

I.

THE sub-committee of the Bar Committee appointed to consider the report and resolutions of the Council of Judges have made their report with commendable speed, and it has been adopted by the Bar Committee. The opening part, dealing with the circuit system, does not hold out much encouragement as to the value of what follows, but the latter portion is less open to objection, and contains several suggestions deserving of attention. As to circuits the committee agree, of course, that some substantial alteration of the present system is required for the better despatch of business both in London and in the country, but they append to this the remarkable opinion—stated, however, not to be unanimous—that the best course is to discontinue entirely the trial of actions in London during the circuits. The majority who have succeeded in placing this passage in the report are not likely, we imagine, to find many sympathizers. The one thing about which everyone is practically agreed is that the trial of actions in London must be continuous, and the great virtue of the judges' scheme is that it keeps more than half the judges of the Queen's Bench Division always in town for this purpose. The Bar Committee do not seem to be any happier in their criticisms of the judges' circuit papers, so far as these confine the hearing of civil cases to the more important towns. They consider that the scheme in this respect will excite justifiable opposition in the omitted towns, and that each county is entitled to have civil assizes within its limits at least once a year. To secure this they recur to the plan of grouping certain adjoining counties in pairs proposed in their report of December, 1886, under which the civil assizes would be held in each of the associated counties alternately. It seems, however, to be a fundamental error to keep up the county divisions for assize purposes when the business to be done does not call for local sittings, and when such business as there is can well be taken at a neighbouring town infinitely easier of access than county towns were for outlying parts of the county in the days when circuits were first devised. In some instances, indeed, the proposed assize towns are too remote from certain parts of the districts they would serve, but to obviate this difficulty special towns, such as Bodmin and Norwich, have been retained by the judges as places for holding civil assizes. In any rearrangement that may now be effected, it is more important to arrive at a scheme which will really facilitate business and meet the convenience of the parties concerned, than to retain assizes in the present towns for the purpose of keeping up county distinctions.

As to procedure in the Queen's Bench Division, the committee see, like the rest of the world, that the proposed summons for directions comes at too early a stage in the course of the litigation to be of any real value, and they point out that its compulsory use will, in the majority of cases, result in a common form of order being made for pleadings, particulars, discovery, &c. But they agree with Mr. Justice CAVE that directions as to the mode of trial may usefully be given at a later stage before the cause is entered for trial. This is similar to, but not so extensive as, the resolution passed at the Norwich meeting of the Incorporated Law Society. According to that, application would be made, after the close of the pleadings and

before notice of trial, for the settlement of the issues of law and fact, and for directions as to the mode of trial. As to pleadings the report says nothing expressly, but it appears to contemplate their retention. The Incorporated Law Society passed a resolution to the like effect.

With regard to discovery and interrogatories the committee advise the abolition of the £5 rule (ord. 31, r. 26), and treat discovery as the natural right of every litigant. "If either side," they say, "is in possession of any document relevant to the case it seems clear that in the interests of justice and economy there should be no delay in the disclosure of it to the other side. Nothing tends so much to stop unnecessary litigation as the earliest possible disclosure of the strength or weakness of a case." Hence they would allow the defendant by indorsement on his statement of defence, and the plaintiff by indorsement on his reply, or either party by notice delivered subsequently, to claim the usual affidavit of discovery. Interrogatories, however, would be subject to the practice formerly existing, and it would be for the judge or master to decide both whether the case was one in which interrogatories might properly be administered, and whether the particular interrogatories proposed should be allowed. To give the other party a chance of challenging any particular interrogatory a copy of those proposed would be served with the summons. These suggestions are reasonable, and would probably remove the abuses which have arisen under the present system, while, at the same time, they would afford to litigants the opportunity of knowing how far their cases were capable of being supported.

As to commercial causes, the committee agree with the proposed introduction of a commercial court with a separate commercial list, but they are of opinion that its usefulness would be greatly increased by attaching to it a registrar with powers and duties similar to those of the registrar in the Court of Admiralty. No reference, we observe, is made to the establishment of separate lists generally in the Queen's Bench Division, so as to assign to each judge certain actions for which he would be responsible. Probably this is essential to the efficient conduct of business, and certainly if such speed is to be attained in the hearing of actions as is common in admiralty cases. Having regard to the fact that under the proposed circuit scheme more than half the judges will always be in town, would it not be possible to pair off the judges, and give each pair a separate list? Save under urgent necessity, no more than one judge of each pair would be sent away on circuit at the same time, and the hearing of causes in the list would be continuous. Chamber work in connection with the list would be taken by one of the judges having charge of it either at the beginning or end of the day. The plan would, of course, be facilitated by the proposed abolition of divisional courts. The remainder of the report, dealing with business in the Chancery Division, costs, and appeals, we propose to consider next week.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

II.

The important subject of *costs* recoverable in the High Court in actions which might have been commenced in the county court has given rise to three decisions which, though perhaps, strictly speaking, outside the scope of this article, may, without impropriety, be here noticed. In *Millington* v. *Harwood* (40 W. R. 481; 1892, 2 Q. B. 166) the point involved was whether section 116 of the County Courts Act, 1888, repeals or supersedes R. S. C., ord. 65, r. 12, so as to entitle a plaintiff, who, in an action of contract, brought in the High Court, which might have been instituted in the county court, recovers a sum of £50 exactly, to costs on the High Court scale. It was, however, held that the plaintiff in such a case is entitled to county court costs only, unless a judge of the High Court certifies that there was sufficient reason for bringing the action in that court, or unless the High Court, or a judge thereof, shall by order allow costs on the High Court scale, or unless the plaintiff has obtained judgment under order 14. In *Cohen* v. *Foster* (66 L. T. 616) it was held that a plaintiff who, in an action for damages for wrongfully detaining goods from him, recovers upwards of £20 is, by section 116 of the County Courts Act, 1888, entitled to High Court costs, as such an action is not in contract, but "founded on tort." This decision, it is to be noticed, accords with the view taken in the previous case of *Bryant* v. *Herbert* (26 W. R. 898, 3 C. P. D. 389). In *St. John's College, Cambridge* v. *Pierrepoint* (61 L. J. Q. B. 19) a plaintiff, in an action of trespass, where the main issue to be determined was one of title to land, but in which an injunction and damages were also claimed, who was awarded only forty shillings damages by the jury, was held not entitled to costs, though he did also obtain from the judge an injunction. This decision is, we submit, wholly unimpeachable, as to have given costs under such circumstances would have encouraged persons in every case to claim an injunction in order to obtain costs, irrespective of the amount recovered. The two following cases relate to the costs recoverable in the county court itself: The first of these to be noticed is *Wood* v. *Leetham* (61 L. J. Q. B. 215), which well exemplifies the principle embodied in section 164 of the County Courts Act, 1888, namely, that the practice of the High Court is to be followed in the county courts, when there is nothing to the contrary, or inconsistent therewith, in the County Court Rules. It was there held, that, where the defendant in an action in the county court pays money into court with a denial of liability, and the plaintiff does not take the money out, but goes on with his action and recovers no more than the amount paid in, he (the defendant) is entitled to the costs of the action. The other case referred to is *Harris* v. *Judge* (40 W. R. 461), which decides that where an action, commenced in the High Court, is remitted to the county court under section 65 of the County Courts Act, 1888, all original jurisdiction of the High Court over the costs of the action is at an end, and a judge of the High Court has, therefore, no power in such an action to direct the costs to be taxed upon the High Court scale. This decision, we may mention, fully accords with what was laid down in previous cases with reference to actions remitted to the county court under the old County Courts Act, 1867: see *Moody* v. *Steward* (19 W. R. 161, L. R. 6 Ex. 35), *Bowles* v. *Drake* (30 W. R. 333, 8 Q. B. D. 325).

Several recent cases concerning the subject of *appeals* from the county court must now be noticed. In all of them the question for determination was whether, under certain circumstances, there was any right of appeal. In *Earl of Shrewsbury* v. *Garfield* (60 L. J. Q. B. 765) it was held that no appeal lies to the High Court, without leave from a county court, in actions for the recovery of tenements, whether the parties be landlord and tenant, or otherwise, or whether the title to such premises be in question or not, where the yearly rent or value of the premises does not exceed £20. In *Pole* v. *Bright* (40 W. R. 95; 1892, 1 Q. B. 603) it was held that an appeal to the High Court lies, under section 120 of the County Courts Act, 1888, against an order of a county court judge refusing a new trial, while in *How* v. *London and North Western Railway Co.* (40 W. R. 292; 1892, 1 Q. B. 391) it was decided that where a county court judge acts upon the right principle, as laid down in *Metropolitan Railway Co* v. *Wright* (34 W. R. 746, 11 App. Cas. 152) in determining whether he will grant a new trial upon the ground that the verdict is against the weight of the evidence, no appeal lies from his decision. The right of appeal in admiralty was involved in the case of *The Eden* (40 W. R. 415; 1892, P. 67), where it was held that in an action instituted in a county court having admiralty jurisdiction in which the plaintiff claims over £50 as damages for breach of an agreement for the use of a ship, but recovers only nominal damages, there is an appeal to the High Court. How far the absence of notes by a county court judge affects the right of appeal was considered in *Cook* v. *Gordon* (61 L. J. Q. B. 445). It was there held that an application to a county court judge at the trial of an action for a note on any point of law raised, and of the facts in evidence relating thereto, and of his decision thereon, is, under section 120 of the County Courts Act, 1880, a condition precedent for any right of appeal from such decision being heard, and that the power of the High Court, under ord. 59, r. 8, of the Rules of the Supreme Court, 1883, to admit any evidence or statement of what occurred other than such notes of the judge, comes into operation

only where such an application has been made at the trial, but no notes of the judge are forthcoming. In this connection it may be mentioned that in *Lumb* v. *Teal* (22 Q. B. D. 675) it was intimated by the court (Lord COLERIDGE, C.J., and HAWKINS, J.), though not actually decided, that, on an appeal from the county court to the High Court, the production of judge's notes may be dispensed with where affidavits are filed giving some reason or explanation for their non-production, such as that none were taken, or that they had been lost; and that, in the recent case of *Brown* v. *Book* (36 SOLICITORS' JOURNAL, 194, 195) the view was expressed by HAWKINS and WILLS, JJ., that the appellant from the county court must, in the absence of notes, obtain from the county court judge, for production in the High Court, a certificate that no note has in fact been taken.

THE RULE IN SHELLEY'S CASE.

III.

Heir in the singular.—In a deed a limitation to "A. and his heir" or to "A. and the heir of his body" does not confer a fee on A., and, therefore, the same result follows where the limitation to the heir or heir of the body is in remainder: *Chambers* v. *Taylor* (2 My. & Cr. 376), Elph. N. & C. Interp. 252.

In a will the word "heir" in the singular is, properly speaking, a word of limitation, so that the rule applies (*White* v. *Collins*, 1 Com. Rep. 189; *Fuller* v. *Chamier*, L. R. 2 Eq. 682), on the ground, as stated by Mr. HARGRAVE in his note to Co. Lit. 8b and *pur cur.* in *Clerk* v. *Day* (Cro. Eliz. 313) that the word "heir" is *nomen collectivum*. But it may be argued that the true reason is that the only manner in which the heir of A. can take anything under a gift to A. and his heir is by A. taking the fee so that the heir can take by descent. The heir cannot take in remainder because no remainder is limited to him, and he cannot take concurrently with A. because he cannot be ascertained in A.'s lifetime, so that the only manner in which he can take is by descent—in other words, by A. taking the fee. When it was once determined that "heir" was a word of limitation in a will there was no difficulty in holding that a limitation to A. with remainder to his heir in a will was within the rule in *Shelley's case*.

If the reason above suggested for allowing "heir" in the singular to be a word of limitation is correct, there will be no difficulty in seeing that the word may readily be used in its primary meaning of heir at law at the death of the ancestor. An example of this will be found in *White* v. *Collins* (1 Com. 189) where a devise to A. for life with remainder to the heir male of his body during his life was held to confer an estate for life on the heir male of the body, and therefore to take the case out of the rule in *Shelley's case*.

The most important case where the word "heir" is construed to mean the heir at the time of the ancestor's death is where words of limitation in fee or tail are added to the word heir. It follows that a limitation

"to A. for life, with remainder to the heir of his body, with remainder to the heirs or heirs of the body of such heir, confers an estate in fee or tail on the person who is heir of the body of A. at his death": see *Archer's case* (1 Rep. 66).

Issue.—The primary meaning of the word "issue" is descendants, though it is sometimes used in the secondary meaning of children: Elph. N. & C. Interp. 320, *Davenport* v. *Hanbury* (3 Ves. 258).

Owing to the rule that no estate of inheritance could be conferred in deeds before 1882 without the use of the word "heirs," a limitation in a deed to "issue" always confers an estate on the issue as purchasers (Elph. N. & C. Interp. 318, 232). The case of a will is different, an estate of inheritance can pass by a will without the use of the word "heirs." Giving to issue its primary meaning of descendants, or heirs of the body, we find that the primary meaning of a limitation to A. with remainder to his issue is, that A. and all his descendants shall take—in other words, that A. is to take an estate tail. In like manner, a gift to A. and his issue male confers an estate in tail male on A.: *Roddy* v. *Fitzgerald* (6 H. L. C. 823).

The effect of words of distribution alone added to the gift to the issue depends upon whether the issue would, if purchasers, take the fee. If they would, the effect of the words of distribution is to make them take as purchasers. This is the case where, in a will before 1838, the gift was of "the estate" (*Montgomery* v. *Montgomery*, 4 Jo. & Lat. 47), or where the persons taking the land were to pay an annuity (*Crozier* v. *Crozier*, 3 Dr. & War. 373); but as the use of words of limitation, or of any other special words, is not necessary in a will since 1837 to pass the fee, a gift in such a will to A. for life, with remainder to his issue as tenants in common, without more, gives an estate to A. for life, with remainder to his issue as tenants in common in fee simple.

On the other hand, where the issue cannot take a fee—as, for instance, where, in a will before 1838, there is no limitation to the heirs of the issue, and no other words which give an estate in fee simple to the issue—the mere use of words of distribution does not render the issue purchasers, and the ancestor takes an estate tail.

The rule following is included in that which has already been said, "where there is a devise to A. for life, with remainder to his issue as tenants in common, with remainder to the heirs general of the issue, the issue take as purchasers in fee: *Lees* v. *Moseley* (1 Y. & C. 589).

The rules as to "issue" may, probably, be explained as follows. Granting that the effect of a direction that the issue are to take as tenants in common, is to shew some intention that only those living at the time of distribution are to take, still, it will be observed that such a construction will, in cases where there are no words giving the property to the issue in fee, prevent some of those from taking who would have a chance of succeeding if the "issue" take by descent. If this view is correct, it will probably be held that a limitation "to A., with remainder to his issue as tenants in common in tail," confers estates tail on the issue as purchasers.

REVIEWS.

BOOKS RECEIVED.

The Railway Rates and the Carriage of Merchandise by Railway. By H. R. DARLINGTON, M.A., LL.M., Barrister-at-Law. Stevens & Sons (Limited).

The Small Holdings Act, 1892. With Explanatory Notes and the Rules and Forms Issued under the Act. By AUBREY JOHN SPENCER, M.A., Barrister-at-Law. Stevens & Sons (Limited).

An Epitome of Conveyancing Statutes. Fifth Edition. With Short Notes. By GEORGE NICHOLS MARCY, Barrister-at-Law. Stevens & Haynes.

An Analysis of the Tenth Edition of Snell's Principles of Equity. With Notes thereon. By E. E. BLYTH, LL.D., B.A. (Lond.), Solicitor. Fourth Edition. Stevens & Haynes.

The Code of Criminal Procedure. Being the Act of 1892. By CHINTAMAN H. SOHONI. Third Edition, Revised and Enlarged. Bombay: Education Society's Press.

We have received from Messrs. Wodderspoon & Co. one of their patent safeguard letter copying books. The book is indexed and lettered, and the arrangement whereby guards are inserted, so as to take the wear of the action of the binding off the thin copying paper, is both advantageous to the strength of the binding, and also enables several documents to be copied at one time without unduly stretching the back of the book.

The President of the Probate and Admiralty Division, in discharging a jury on the 18th inst., took the opportunity of drawing their attention to the fact that, although the causes of action only arose in or between the months of August and October—the writ having been actually issued in the latter month—all the pleadings had been completed and the case brought to trial before them in scarcely more than two months.

The first case in the newly-constituted London Chamber of Arbitration was held in the Arbitration Court, at the Guildhall, on Friday in last week. Sir Albert Rollit, M.P., sat as sole arbitrator, and there were also present Mr. Henry Clarke, C.C., chairman of the Arbitration Committee, Mr. Roderick, registrar, the deputy registrar, and the parties. The hearing lasted about two hours and was concluded. The question involved was one of principal and agent, and as to the rightful or wrongful termination of the agency. The proceedings were commenced and concluded in about ten days.

CASES OF THE WEEK.

Court of Appeal.

LONDON COUNTY COUNCIL *v.* **ASSESSMENT COMMITTEE OF THE WOOLWICH UNION; LONDON COUNTY COUNCIL** *v.* **ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION**—No. 1, 16th December.

POOR RATE—NON-RATEABILITY OF SEWAGE WORKS—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 150.

These were two appeals by the London County Council from the judgment of a divisional court (Wright and Collins, JJ.), upon cases stated by quarter sessions upon appeals against the poor rate for the unions of Woolwich and St. George's, London. The two appeals were argued together, the facts in each being almost the same. In the Woolwich case the appellants (the London County Council) were assessed as owners and occupiers of certain buildings and land known as the Northern Outfall Deodorizing Works at a rateable value of £23,000, which sum was reduced by the court of quarter sessions to £17,139. The Metropolitan Board of Works, of which body the appellants were the successors, were by the Metropolis Management Acts, 1855, 1858, and 1862, authorized to construct a system of drainage and of treatment of sewage for the metropolitan area. The land in question was purchased, and the necessary works, buildings, and machinery were erected upon it for the purpose of carrying out that system. The said land and works were occupied by the appellants for that purpose, and the appellants derived no pecuniary profit from their occupation. The court of quarter sessions found, as a fact, that the appellants were practically the only possible tenants of the premises, so long as they remained part of the metropolitan drainage system, and that if they belonged to a private owner and were let to the appellants the rent would be high enough to support the rateable value of £17,139. It was also found, as a fact, that if the premises were applied to any other purpose than the drainage system for which they could be made available the rateable value would be £1,000. In the case of the St. George's Union the premises consisted of land, buildings, pumping station, and machinery occupied by the appellants under the same statutory powers and for the same purposes as the premises in the Woolwich case. In respect of these premises the appellants were assessed at a rateable value of £3,994. The court of quarter sessions held in each case that, in assessing the rateable value of the premises, the appellants were to be taken into consideration as possible hypothetical tenants. The Divisional Court confirmed the orders of the court of quarter sessions. The London County Council appealed.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) allowed the appeal in both cases.

Lord ESHER, M.R., said that the case was governed by the principles laid down in *The London County Council* v. *The Churchwardens, &c., of the Parish of West Ham* (40 W. R. 659; 1892, 2 Q. B. 44). In that case the Court of Appeal held that sewers which were part of the main drainage system of the metropolis, and carried on under the Metropolis Management Act, 1855, were not rateable. The court came to that conclusion on the interpretation of sections 150 and 135 of that Act. Under those sections, which are not limited solely to sewers, the Metropolitan Board of Works had power to construct sewers and works, and to purchase or lease land for that purpose The court held that under those sections the London County Council had no power to let the land acquired, and therefore there could be no tenant of the land other than the council. The only question was whether the council could be hypothetical tenants within the meaning of *Reg.* v. *School Board of London* (34 W. R. 583, 17 Q. B. D. 738). It had been held in that case that an owner might be a hypothetical tenant if he could be supposed to be a tenant and if he could legally be a tenant. But in the *West Ham case* it was decided that the council could not be a hypothetical tenant, because that would imply that someone else could hold the land and lease the sewers to the council, and the court were of opinion that that could not be so, and, therefore, the sewers were non-rateable. The *West Ham case* only dealt with sewers, and the question of works and pumping engines made for the purpose of the drainage system, and forming an indispensable part of that system, was not considered by the court. Those things were the "works" mentioned in sections 135 and 150 of the Metropolis Management Act, and in section 135 sewers and drainage works were treated on the same footing. It had already been held that sewers could not be rated, and, therefore, it followed that the works in the present cases could not be rated either. It had been argued that these cases ought to be decided differently from the *West Ham case* because of certain statutes which were not called to the attention of the court in that case—namely, the Metropolis Management Act, 1858, and sections 40 and 65 of the Local Government Act, 1888. In his opinion neither of those statutes in any way affected or altered the construction and interpretation of the Metropolis Management Act, 1855, as to which the court gave their opinion in the *West Ham case*, and which governed the present case. The appeals would, therefore, be allowed.

LOPES and KAY, L.JJ., concurred. Appeals allowed.—COUNSEL, *H. E. Avory; Littler*, Q.C., *Sinclair Cox*, and *Cutler; Meadows White* Q.C., and *Danckwerts*. SOLICITORS, *W. A. Blaxland; E. W. Sampson; W. J. Fraser*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

BLAIR & GIRLING *v.* **COX**—No. 1, 16th December.

LIBEL—NOMINAL DAMAGES—NEW TRIAL.

This was a motion by the plaintiffs in a libel action for a new trial, upon the grounds of misdirection and inadequate damages. The plaintiffs were a firm of solicitors, and the defendant was the proprietor of the *Law Times* newspaper. The alleged libel consisted of the publication in the *Law Times*, under the heading "A Hideous Blot," of some observations made by Grantham, J., at the trial of an action, *Hooper* v. *Large*, as to the amount of costs which had been incurred in some proceedings in the Chancery Division, and of a letter addressed to the *Law Times* by the plaintiffs, who were the solicitors engaged in the chancery proceedings referred to, from which it appeared that they were not to blame for the amount of the costs, and of comments by the editor of the *Law Times* on the subject, to the effect that the machinery of the legal system of this country might be used within the lines of ordinary professional conduct and yet be most oppressive, and that a practitioner who availed himself of this machinery in its entirety ran the risk of sharing the discredit of the system. The defendant pleaded that the words used were not defamatory of the plaintiffs, or used of them in their business or profession, and that they were a fair report of proceedings in a court of justice, a fair comment thereon, and a fair and *bonâ fide* comment on a matter of public interest. The action was tried before Grantham, J., and a special jury. The jury returned a verdict for the plaintiffs with damages, one farthing.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) granted the motion for a new trial.

Lord ESHER, M.R., said that the libel complained of was contained in a discussion in the *Law Times* newspaper as to the amount of costs which had been incurred in a certain case, and he had no doubt that such a discussion was a matter of public interest. The question for the jury was whether this was a libel or a fair discussion of a matter of public interest; if it was the latter, then it was not a libel. It was a matter of public interest, and if it did not impute personal misconduct to the plaintiffs, then it was a fair discussion of such a matter. That was a question for the jury, and they ought to have been told that if the publication imputed personal misconduct to the plaintiffs in their profession, it went beyond fair discussion and was a libel. That would be a very serious matter, and in such a case damages ought not to be merely nominal. In his opinion, though there might not have been any actual misdirection, the learned judge had failed to give the jury such assistance as they ought to have had to enable them to return a proper verdict, and, therefore, there must be a new trial.

LOPES, L.J., concurred, and thought that the trial had not been quite satisfactory. The question was whether the publication was a libel or fair comment. Fair comment was *bonâ fide* comment about matters of public interest, and it must not incriminate individuals, nor be a vehicle for private censure. Whether or no these comments imputed misconduct to the plaintiffs was a question for the jury, and they ought to have been told that if they thought it was a libel then they should award substantial, though at the same time, temperate damages.

KAY, L.J., concurred. New trial granted.—COUNSEL, *Sir Charles Russell*, A.G., and *Avery; Sir Richard Webster*, Q.C., *Radcliffe*, and *B. Crump*. SOLICITORS, *Plaintiffs in person; Powell & Goodale*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

PERKINS *v.* **BELL**—No. 2, 17th December.

SALE OF GOODS—SALE BY SAMPLE—PLACE FOR DELIVERY—PLACE FOR INSPECTION—WHEN PROPERTY IN GOODS SOLD PASSED.

Appeal by the plaintiff from the judgment of Lawrance, J. This appeal involved the determination of the question as to when the property in goods sold passed under a common form of contract of sale between farmers and middlemen. On the 4th of October, 1890, the plaintiff, who was a farmer, sold to the defendant, who was a corn dealer, at his stand in Leicester Market, by sample, thirty-one quarters of malting barley at 34s. a quarter, to be delivered in sacks at Theddingworth Station, about 2½ miles from the plaintiff's farm. At the time of the sale the plaintiff was aware that the defendant would resell the barley, and probably to brewers or maltsters; but the plaintiff had no knowledge when or to whom such resales would take place nor to where the defendant would consign the barley. As a matter of fact, as it turned out, the defendant on the same day resold the barley by the same sample to Messrs. Sharpe & Co., brewers and maltsters, at Silsby, at an advance of 2s. per quarter. On the 7th of October the plaintiff sold to the defendant in Market Harborough Market three more quarters of barley of not such good quality as the first; and it was arranged that the plaintiff should send to the defendant a sample of this barley, the price to be thereafter agreed upon. This barley was also to be delivered by the plaintiff in sacks at Theddingworth Station. Upon the plaintiff's arriving home at his farm in the evening he found that his men, whilst winnowing the three quarters, had, against his orders, mixed them with the thirty-one quarters, and he at once wrote to the defendant informing him of what had been done, and adding that if the defendant complained that it made any difference to him in the sample he (the plaintiff) would make it good, but he hoped that it would not. Upon receipt of this letter the defendant, on the 8th of October, wrote to the stationmaster at Theddingworth Station to forward him a sample of the "about thirty-five quarters of barley ex A. K. Perkins." This the stationmaster did, taking the sample out of the twenty of the thirty-four quarters which had then arrived at his station. The residue arrived there the next day. It was admitted that the stationmaster took a fair sample of the barley. Having inspected this sample the defendant, on the 9th of October, ordered the stationmaster to forward the thirty-four quarters (called forty) to the order of Messrs. Sharpe & Sons, maltsters, Silsby, at Silsby Station, stating that the cost of carriage was to be placed to his account. On the 10th of October the barley was sent off. On the 16th of October Messrs. Sharpe, by telegraph to the defendant, rejected the barley, which was then at Silsby, and the defendant immediately on receipt

of the telegram wrote to Messrs. Sharpe stating that he had had a bulk sample taken "from the sending station before moving on, and considered it a fair delivery." On the same day, but before receipt of the defendant's letter, Messrs. Sharpe wrote to the defendant that it was strange that the defendant did not take a bulk sample as promised before ordering the barley on to Silsby. The defendant subsequently rejected the barley as not being in accordance with sample. The plaintiff then brought this action for goods sold and delivered. Lawrance, J., held that the defendant was entitled, under the above circumstances, to reject the barley, and dismissed the action. The plaintiff appealed.

THE COURT (LINDLEY, BOWEN, and A. L. SMITH, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., read a written judgment of the court to the following effect:—The sole point the parties raise is whether, upon the contract between them, and the facts of this case, the defendant was in time in rejecting the barley as and when he did. It will be noticed that by the contract the plaintiff was to deliver the barley at Theddingworth Station. No other destination was known to him, and we cannot doubt that, if this had been a sale of specific ascertained barley, the property therein would have passed to the defendant upon its delivery to the railway company at the station by the plaintiff. The railway company would thereupon have become the agents of the defendant to receive it and to carry it to any place or places the defendant might direct. But it was said by Mr. Loyd for the defendant, that, inasmuch as this was a sale by sample, the defendant was entitled to a fair opportunity of comparing the bulk with the sale sample after delivery, before the property in the barley passed to him, and that the place for inspection need not necessarily be the place at which delivery is to be made; and in this we agree. The question, however, is, if there can be read into this contract an implied term that the inspection was to be had at any place fixed by the vendee without the knowledge of the vendor. This is not a case in which, before a sale by sample, it is agreed that the destination of the goods shall be the vendee's premises or some other named locality, and that the transit thereto shall be performed partly by the vendor and partly by the vendee. In such a case it would be right to imply that the place of destination agreed upon was the place for inspection, and that the joint transit was only an agreed mode of getting the goods there: see *Grimoldby* v. *Wells* (23 W. R. 524, L. R. 10 C. P. 391). This is a case in which, at the time of sale, the only known destination was Theddingworth Station, at which the vendor undertook to deliver the barley at his own risk and expense. Of all that should take place afterwards as regards the barley, the vendor knew nothing. It was entirely at the disposal of the vendee, who might send it where and to whom he pleased, and when he pleased, and over which disposition the seller could exercise no control. We find no evidence in this case to dislodge the presumption which *primâ facie* arises, that the place of delivery is the place for inspection. To hold otherwise would be to expose the vendor to unknown risks, impossible of calculation when the contract was entered into. The vendee might consign the barley, not only to one, but to different sub-vendees, living in different places and at different distances from Theddingworth Station, and until arrival at these places the barley would be at the risk of the vendor. If the barley was rejected by these sub-vendees upon arrival, the vendor would have, at his own risk and cost, to take the barley back from whatever places it might happen to be in, no matter how far they might be from Theddingworth Station, or to arrange for its sale at the places where it then was. As to these risks the contract is wholly silent, and in our judgment it is impossible to read into it that the vendor undertook these risks, as we were invited by Mr. Loyd to do. It was argued that Theddingworth Station was a mere roadside station, and that there was no opportunity there of comparing the bulk with the sample, and that consequently the station was not the place for inspection, and that some other place was, and that this was the warehouse of the maltsters or brewers to whom the defendant might have chanced to have sent the barley. The evidence given shews that the bulk could be inspected in the sacks in the trucks at the station. The suggestion that the barley had to be shot before inspection is untenable, and there is no evidence to support it. Moreover, the letters of the 16th of October shew that neither the defendant nor Messrs. Sharpe considered that there was any difficulty whatever in taking a bulk sample at the station; the one saying that he had had one taken, and the other saying that he should have done so, as promised. As there is nothing in the contract itself, nor any evidence to shew that, by usage of trade as applied to such a contract, or otherwise, the *primâ facie* place for inspection had been altered, in our judgment, under the contract the place of delivery named was the place where the inspection was to be had, and consequently Theddingworth Station was the place where rejection should have taken place, and not the premises of the maltsters at Silsby. When the defendant took possession of the barley at the station and ordered it to his sub-vendees, the property in the barley passed to him, and his right of rejection was then gone. For these reasons we think the plaintiff is entitled to judgment. Lawrance, J., does not appear to have had his mind sufficiently directed to the real nature of the contract between the parties. The appeal must be allowed, with costs here and below, and judgment entered for the plaintiff.—COUNSEL, *Toller; Loyd*, Q.C. SOLICITORS, *Crowders & Vizard*, for *J. H. Douglas*, Market Harborough; *Warren, Gardner, & Murton*, for *G. & H. Lamb & Stringer*, Kettering.

[Reported by M. J. BLAKE, Barrister-at-Law.]

SAUNDERS *v.* **WIEL**—No. 2, 16th December.

DESIGN—REGISTRATION—INFRINGEMENT—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), ss. 47, 60.

Appeal from a decision of Cave, J. (reported 36 SOLICITORS' JOURNAL, 714), holding that a design consisting of a representation on a spoon handle of a particular view of Westminster Abbey could be registered under the Patents, Designs, and Trade-Marks Act, 1883. Counsel for the appellants cited *Le May* v. *Welch* (28 Ch. D. 24), *Lazarus* v. *Charles* (L. R. 16 Eq. 117), *Holdsworth* v. *M'Crea* (L. R. 2 H. L. 380), *Adams* v. *Clementson* (12 Ch. D. 714), *Re Bach's Design* (42 Ch. D. 661).

THE COURT (LINDLEY, BOWEN, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that the defendants had certainly infringed the plaintiffs' rights, if the plaintiffs had any substantial rights at all. That particular view of Westminster Abbey had never been put on an article of manufacture before, and therefore the plaintiff's case was within the Act, though representations of public buildings, cathedrals, and churches might have been used for such purposes before. There was no case which militated against this view except, possibly, *Adams* v. *Clementson*. That case turned on the older Act, 5 & 6 Vict. c. 100, s. 3, which was worded somewhat differently; and apparently the language of the later Act, which was much more pointed, had been made so on account of that decision.

BOWEN and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Aston*, Q.C., and *Danckwerts; Cozens-Hardy*, Q.C., and *Morten*. SOLICITORS, *Maddisons; Gresham, Davies, & Dallas*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

NOBLE *v.* **HARRISON**—Chitty, J., 16th December.

EASEMENT—LIGHT AND AIR—INTERFERENCE BY BUILDING—REVERSIONER—RIGHT OF ACTION—INJURY TO REVERSION—INJUNCTION.

This was a motion for an injunction to restrain the defendants from building over an open passage adjoining the plaintiff's premises so as to interfere with the full and free access of light and air to a certain window on the said premises, which were situated in Harrington-road, Kensington. The plaintiff was entitled in fee, subject to a lease under which there was a tenant in possession.

CHITTY, J., said that the plaintiff had shewn himself entitled to a well-defined easement, and complained of injury to his reversion from the defendants' building. A reversioner could sue when he shewed that interference with an easement was of a permanent nature and injurious to the reversion: see *Kidgill* v. *Moor* (9 C. B. 364), where the point was well brought out. His lordship thought that the plaintiff had shewn a *primâ facie* case with a probability of succeeding at the trial on the ground of injury to the reversion. There appeared also to be some risk to the plaintiff's insurance if the defendants were allowed to continue their work. Then there was ground for saying that one effect of the work would be to make the adjoining wall of the plaintiff's into a party-wall, with the result that the plaintiff would have to close up another window on his premises. According to the ordinary course the injunction ought to go. The defendants had the license of the tenant in possession, but could he give a license which would in any way affect his landlord: see the cases shewing that a tenant must preserve the bounds of his landlord's property? The balance of convenience was in favour of granting the injunction. If the work proceeded, the window might have to be blocked, before the trial, by reason of the provisions of the Metropolitan Building Acts. He must accordingly grant the injunction. Costs to be costs in the action.—COUNSEL, *Byrne*, Q.C., and *Cartmell; Farwell*, Q.C., and *Dickinson*. SOLICITORS, *Coulard & Choune; C. E. Broughton*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **ADAMS, ADAMS** *v.* **ADAMS**—North, J., 20th December.

INFANTS—MAINTENANCE—GIFT OF RESIDUE—CONTINGENT INTEREST—CONVEYANCING ACT, 1881, s. 43.

The testator, who died in 1890, by his will, made in 1887, gave his residuary real and personal estate upon trust for conversion, and directed his trustees to stand possessed, as to one-third part thereof, in trust in equal shares for all the children of his brother Thomas who should survive the testator, and, being sons, should attain the age of twenty-one, or, being daughters, should attain that age or marry. The testator's brother Thomas died before the date of the will, leaving six children, who all survived the testator. None of them had attained a vested interest. This was an originating summons to have it determined whether the trustees were authorized, under the Conveyancing Act, 1881, s. 43, to apply the income of one-third of the testator's residuary estate, or any part thereof, at their discretion, towards the maintenance and education of the infants.

NORTH, J.—The gift is clearly contingent, and the income will belong to those who ultimately become entitled to the capital. As long as all the children are contingently entitled, income and capital both belong to them contingently, but the income belongs to them, not as income, but as part of the residue. I see no reason to depart from my decision in *Re Jeffery* (1891, 1 Ch. 671), but the distinction between that case and this is, that in the present case no child has yet attained a vested interest, and therefore the question whether the first child who attains a vested interest will then become entitled to the whole income does not yet arise. Chitty, J., in *Re Burton's Will* (1892, 2 Ch. 38), has differed from me on this point, and I will not now decide it. The income is, however, available for maintenance until the first child attains a vested interest.—COUNSEL, *W. F. Webster; Southall; Disturnal*. SOLICITORS, *Ingle Cooper & Holmes*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

EDWARDS *v.* **STANDING ROLLING SYNDICATE**—North, J., 20th December.

MOTION — COMPANY — DEBENTURE-HOLDERS — RECEIVER AND MANAGER — INTEREST ON DEBENTURES—TIME FOR PAYMENT.

This was a motion for the appointment of a receiver and manager on the part of the plaintiffs in a debenture-holders' action to enforce their securities against the defendant company. There was no interest due on the debentures, nor had the time for payment arrived. In support of the motion the following cases were cited:—*Wildy* v. *Mid Hants Railway* (16 W. R., at p. 409); *Makins* v. *Percy Ibbotson & Sons* (1891, 1 Ch. 133); *Macmahon* v. *North Kent Iron Works* (1891, 2 Ch. 148); *Peek* v. *Trinmaran Iron Co.* (2 Ch. D. 115). The defendants did not oppose.

NORTH, J., on the authority of *Wildy* v. *Mid Hants Railway* and *Macmahon* v. *North Kent Iron Works*, held that the plaintiffs were entitled to a receiver, and following Kay, J., in *Makins* v. *Percy Ibotson & Sons* (*supra*), said he made the order for a manager, like Kay, J., in that case, with great hesitation.—COUNSEL, *Macnaghten; Oswald.* SOLICITORS, *Bower & Cotton; G. Weller.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **MOORE**—Stirling, J., 16th December.

TREASURE TROVE—TITLE OF CROWN—GRANT TO SUBJECT—CORONER'S INQUISITION—JURISDICTION—CORONERS ACT, 1887 (50 & 51 VICT. c. 71), ss. 4 (2), 18 (1), 36.

This was an action brought by the Attorney-General on behalf of the Crown against the coroner of Hereford, under the following circumstances. It appeared that on the 16th of December, 1891, two men were ferreting rabbits upon a farm at Stoke Prior, in the county of Hereford, in the occupation of one Godfrey, and owned by a Mr. G. James, a solicitor of Hereford. One of the men put his hand in a rabbit-hole at the side of a coppice, and pulled out a piece of silver plate. Further search was made, and ultimately three cups, a chalice, two pyxes, and a paten, all of silver, were unearthed. On the discovery being made known, the coroner for the district took possession of the plate, and proceeded to hold an inquest on the treasure before a jury impanelled for the purpose. The jury unanimously found that the plate was treasure trove, and thereupon a claim was made by the lord of the manor to the plate, on the ground that he was entitled under a deed of grant of "royalties," dated in 1620, and executed by King James I., to the Marquis of Buckingham, a predecessor in title of the present lord of the manor. The jury failing to agree as to the ownership of the plate, the coroner bound them over to appear at the next assizes for the county. At the assizes eleven of the jury only attended, one being absent through illness; the presiding judge (Day, J.) thereupon discharged the jury from further attendance. An application was then made to his lordship, on behalf of the Crown, that the coroner should record the verdict of treasure trove upon the inquisition; but his lordship refused this, being of opinion that the inquiry was not then complete. He said the office of coroner was a very ancient and responsible one, and, being an officer of the Crown, he had to inquire into the dues of the Crown, and as to the falling in of the rights of the Crown. The Crown was entitled to treasure trove, not absolutely, but *primâ facie*, and had in many instances granted those rights to the subject. The coroner in this case was justified in the course he had adopted, because if, without considering claims made, the coroner had to hand treasure over to the Crown, the subject would only have the very precarious remedy of presenting a petition of right. The coroner thereupon arranged to hold a fresh inquiry, and upon receiving notice of such intention the Crown commenced the present action, and moved for an order directing the coroner to deposit the plate in court, or for an injunction restraining him from parting with the possession of the plate to any persons other than the Lords Commissioners of Her Majesty's Treasury pending the trial of this action. Counsel for the motion contended that no further inquiry by the coroner was necessary, and asked for the protection of the plate until the question of title had been determined, which this court had ample jurisdiction to determine without the intervention of the coroner. Counsel for the coroner argued that there had been no verdict, nothing reduced into writing, and, therefore, another inquest must be held; and for this purpose it was necessary that he should hold the plate, in order that the jury might view it. He referred to sections 4 (2), 18 (1), and 36 of the Coroners Act, 1887. On the suggestion of his lordship he was willing to give an undertaking not to part with the articles mentioned in the notice of motion until further order.

STIRLING, J., after referring to the nature of the action and to the proceedings before Day, J., at the assizes, said that in consequence of certain remarks made by Day, J., and read to his lordship, which did not quite accord with the view he took of the matter, he desired to refer to the authorities. In Chitty on the Prerogatives of the Crown, p. 152, "treasure trove" is thus defined:—"Treasure trove is where any gold or silver in coin, plate, or bullion is found concealed in a house, or in the earth, or other private place, the owner thereof being unknown, in which case the treasure belongs to the king or his grantee, having the franchise of treasure trove; but if he that laid it be known or afterwards discovered, the owner, and not the king, is entitled to it; this prerogative right only applying in the absence of an owner to claim the property." There is no question that a *primâ facie* case of treasure trove has been made out, and the Crown is *primâ facie* entitled; but that title may be displaced by a grant of treasure trove to the subject. The question of title, however, between the Crown and the subject must be determined upon the interpretation of such grant. That question cannot be decided by the coroner or the jury. It is not within the jurisdiction of the coroner, under section 36 of the Coroners Act, 1887. That section enacts that "a coroner shall continue as heretofore to have jurisdiction to inquire of treasure that is found, who were the finders, and who is suspected thereof." His jurisdiction is limited, therefore, to an inquiry as to who are the finders and who is suspected thereof. He has no jurisdiction to determine the question of title. [His lordship then referred to Umfreville on the Law and Practice of the Office of Coroners, and continued:] That being so, it is quite clear that the title of the Crown is independent of the finding of the jury. Chitty on Prerogative, p. 259, says: "As to personalty, the general rule seems to be that the king is entitled, without office or other matter of record, as in the case of goods and *choses in action* of felons, wreck of the sea, treasure trove, or the profits of lands of clerks, &c., convicted of felony, or of persons outlawed in a personal action," and the author goes on to cite the following passage from Blackstone, "With regard to other matters, the inquests of office still remain in force, and are taken upon proper occasions; being extended not only to lands, but also to goods and chattels personal, as in the case of wreck, treasure trove, and the like, and especially as to forfeiture for offences." It may be highly proper that an inquest be held, but it is not essential to the title of the Crown. That was decided in the case of *Reg.* v. *Thole* (16 W. R. 439), where it was held that it is not necessary to state any inquisition before the coroner or office found as to the title of the Queen. This being so, the Crown is clearly entitled to come here and have its title determined in an action of this sort, and also to have the articles secured until the dispute has been settled. For this purpose it seems to me that the lord of the manor ought to be made a party, and the writ amended at once by adding him as a defendant. The coroner has asked me that he may not be ordered to part with the possession of the articles, and has given an undertaking not to part with them until further order. I am willing to accept that undertaking. There will be no undertaking in damages.—COUNSEL, *Sir John Rigby*, S.G., and *Ingle Joyce; Corner; A. J. David.* SOLICITORS, *Solicitor to the Treasury; J. T. & G. F. Marshall.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

Winding-up Cases.

Re **THE NEW ORIENTAL BANK CORPORATION (LIM.)**—Vaughan Williams, J., 17th December.

COMPANY—WINDING UP—VOLUNTARY LIQUIDATOR—AUDITOR—DIRECTORS—STATEMENTS IN BALANCE-SHEET—DUTIES OF AUDITOR.

An order had been made continuing the voluntary winding up of the above-named company under supervision. A creditor of the company afterwards presented a petition asking that the company might be wound up compulsorily, and the petition was ordered to stand over in order that an affidavit might be made by the voluntary liquidator, who had also been auditor. The petition now came on for hearing, the affidavit having been made. On behalf of the voluntary liquidator and the company it was said that the position of the voluntary liquidator was one which, owing to the experience he had gained, made it advantageous to the creditors to have him as liquidator. No complaint had been made against the voluntary liquidator in his capacity of auditor. He had only to see that the balance-sheets accorded with the books, and could not inquire into all the circumstances which induced the directors to value debts or other assets at a certain amount. The petitioner appeared in person.

VAUGHAN WILLIAMS, J., dismissed the petition without costs, saying that the petition had not been unreasonably presented, and ordered the costs of the liquidator to be costs in the winding up. In the course of his judgment his lordship said that he was not going to pass any judgment on the liquidator, against whom the petitioner had not made any tangible suggestion of misconduct, though he had suggested that as auditor he might have prevented a certain dividend from being declared. He did not agree with certain views which the liquidator's affidavit had expressed as to the duties of an auditor. His lordship said that he did not think that it was taking the true view of the duties of an auditor to arrive, from conversation with the directors, at a conclusion whether a balance-sheet fairly represented the state of the bank's affairs. It was not for an auditor to consider the *bona fides* of the directors, but to deal with the books of the company and with commercial details and figures—not to consider the honesty of its officers. If an auditor once embarked on such an inquiry he was apt, when he arrived at a conclusion, not to continue his investigations. He was not, however, saying that the auditor could, when he looked into the books, have formed an opinion that the statements in the balance-sheet were unfounded—there might be nothing on the face of the books to lead an auditor to doubt such statements—and he accepted the liquidator's statement that he was anxious to assist in a full investigation. —COUNSEL, *Sir Horace Davey*, Q.C., *Robinson*, Q.C., and *Ingle Joyce; G. P. C. Lawrence; Theobald* and *F. E. Lemon.* SOLICITORS, *Hollams, Son, & Co.; Sutton & Ommanney; Linklaters & Co.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

HARTING & SON *v.* **WHITE**—19th December.

MARRIED WOMAN—SEPARATE ESTATE—INCOME OF SETTLED PROPERTY—CONTRACT—LIABILITY.

This was an action tried before Kennedy, J., without a jury, the claim being by a firm of solicitors for costs in an administration suit in which the defendant, a married woman, had instructed the plaintiff firm to act. The question of whether there was a retainer was argued and decided in favour of the plaintiffs. The only other question calling for decision was whether the defendant was at the date of the retainer (April 16th, 1888)

possessed of separate estate as to which she could have contracted. As to this point the facts as found by the judge were that the defendant had a small balance in the London and County Bank and a deposit of £50 in Whiteley's Bank, both of which sums were part of moneys paid to her by the trustees of her father's will as income payable to her for her separate use. The defendant was married on the 18th of June, 1879, and on the previous day a marriage settlement was executed which contained a covenant by the defendant and her husband to settle after-acquired property upon certain trusts, including a trust to pay the income to the defendant during her life for her separate use without power of anticipation; and the settlement contained a proviso that the trustees should not be liable for the non-observance of the covenant unless a written requisition was made to them asking them to see it carried out. The defendant became entitled to property which fell within the after-acquired property clause under the will of her father, who died on the 21st of January, 1887, and the sums in the bank were part of the income of this property.

KENNEDY, J., in the course of a considered judgment said:—The defendant, Mrs. White, must be deemed in employing the plaintiffs to have contracted with them in respect of her separate property, if she had any, and to have bound it, unless, indeed (as in *Braunstein* v. *Lewis*, 7 Times L. R. 566), there is an unreasonable disproportion between the amounts of the alleged contract and the separate property respectively. I have, therefore, to decide whether the defendant had when she employed the plaintiffs separate estate which was not subject to any restriction against anticipation, and not unreasonably disproportionate in amount to the probable extent of the liability which she was then incurring. In my view she had. [His lordship then stated the facts as to the sums in the banks, and as to the defendant's marriage settlement and benefits under her father's will, and continued:—] It was contended that the effect of the covenant to settle after-acquired property was to prevent the income received by the defendant from the trustees of her father's will becoming available as separate property of the defendant for the discharge of her contractual liabilities. I am, however, of opinion that the contention is not well founded, and that the income when received by her could not be affected by the covenant as contended, and that, therefore, it constituted separate property in respect of which she must be deemed to have contracted. It was not so disproportionate in amount to her prospective liabilities under her contract with the plaintiffs as to bring the case within the decision in *Braunstein* v. *Lewis*. Judgment for the plaintiffs in the terms of the judgment in *Scott* v. *Morley* (36 W. R. 67, 20 Q. B. D. 120).—COUNSEL, *Laing; J. E. Bankes.* SOLICITORS, *Harting & Sons; Thomas White & Son.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

BAKER v. **GENT**—19th December.

PARTNERSHIP—GOODS SUPPLIED TO MEMBER OF FIRM—RIGHT TO SET-OFF AGAINST CLAIM ON BEHALF OF PARTNERSHIP.

In this action, tried before Kennedy, J., without a jury, the question was whether the defendant in an action by a trustee in bankruptcy to recover the price of goods supplied by a firm was entitled to counter-claim in respect of goods supplied by him to one partner of the firm for his own use, in the belief that that partner was the sole member of the firm. The facts were shortly as follows:—The defendant had purchased tobacco from a firm of tobacconists, trading as Lachmann & Co. He had also supplied Lachmann, whom he believed to be the sole partner, with articles of personal jewellery. The trustee in the bankruptcy of the firm (which consisted of two members, Lachmann and Phillips), now sued the defendant to recover the price of the tobacco, refusing to give him credit in respect of the jewellery. The defendant set up a counter-claim for the price of the jewellery.

KENNEDY, J., in the course of a considered judgment, said: The defendant admitted seeing Lachmann wearing the jewellery, and therefore he cannot say that it was for firm purposes that it was bought. I certainly should not be prepared to hold that the purchase of such articles was within the scope of a partner's apparent authority in such a business as that of Lachmann & Co. Upon this state of facts I am bound, I think, to decide against the defendant's claim of set-off. This is not a case in which, as is explained by Lindley, L.J., in his work on Partnership (5th ed., p. 296) in reference to *Gordon* v. *Ellis* (7 Man. & Gr. 607), the debt of one partner is to be treated as the debt of the firm, because it has been contracted by one partner while acting in the scope of his apparent authority as agent of the firm. It has not been seriously contended that if Lachmann had been known to have a partner he would be held to have had an apparent authority to order this jewellery and plate on behalf of the firm. In order, therefore, that the defendant should succeed, he must prove that Phillips (the concealed partner) by some conduct induced the defendant to treat Lachmann, his co-partner, as the only person with whom the defendant had to do (Lindley on Partnership, 5th ed., p. 295; *Bonfield* v. *Smith*, 12 M. & W. 405, per Parke, B.); and the fact upon which the defendant's counsel relied—that Phillips had agreed not to publish his own name, and had authorized the use of the style Lachmann & Co.—is not enough. It seems to me that to accede to this contention would be to confound "Lachmann" with "Lachmann & Co." as a trading title, and it seems to me that the employment of the style "Lachmann & Co.," so far from being an inducement to the defendant or others to trust Lachmann as the only person to be dealt with, was a clear notice that there was someone else in the firm besides Lachmann. I will only add that in deciding as I do I am not, I think, deciding anything contrary to the law as laid down in *Stracey* v. *Deey* (7 T. R. 361) and the other cases cited in argument by counsel for the defendant. Judgment for the plaintiff.—COUNSEL, *Herbert Reed*, Q.C., and *B. Muir; Boydell Houghton.* SOLICITORS, *Reed & Reed; Tatham & Lousada.*

[Reported by T. R. C. DILL Barrister-at-Law.]

THE BAR COMMITTEE ON THE REPORT OF THE COUNCIL OF JUDGES.

THE following is the report of the Bar Committee on the report and resolutions of the Council of Judges of June, 1892:—

PART I.

CIRCUITS.

1. *Resolutions* 1 *to* 10.—The committee agree with the judges that some substantial alteration of the present circuit system is required for the better despatch of business both in London and in the country.

2. The committee, though not unanimously, are of opinion that the best course is to discontinue the trial of actions in London during the circuits, and they adhere to the views expressed on this subject in the Bar Committee reports of March, 1885, and December, 1886, the latter of which contained the following passage:—"We are of opinion that the attempt to transact the ordinary *Nisi Prius* business in London during the circuits is of doubtful benefit to anybody, and causes great inconvenience in many cases to suitors and all others concerned in the trials at *Nisi Prius*." Assuming, however, as the judges appear to do, that this is now impracticable, the committee consider it essential to secure the presence in town during the circuits of more judges, and they agree that at least eight judges should remain in town whenever it is intended to continue the trial of actions there.

3. On the assumption that continuous sittings in town for the trial of actions have to be provided for, the committee approve of so much of the judges' scheme as provides for the presence of the requisite number of judges in town, by extending the time during which the circuits are to last, and diminishing the number of judges away at the same time. The committee also approve of the suggestion to carry this out, by having, first, a certain number of circuits going on at the same time, with two judges on each, trying civil and criminal cases at each place, to be followed after the return of those judges to town by other circuits, with one judge on each, trying at most places criminal cases only, but at some few places civil cases also.

4. As regards the number of assizes in each county, the committee agree with the judges in regarding the number of three criminal assizes in a year in each county as at present necessary, though, if the jurisdiction of quarter sessions were enlarged, the third assize would probably be unnecessary in many counties, except in special cases.

5. Upon the question of grouping counties for the purpose of the trial of civil cases, the committee approve of a certain amount of grouping, but think that the system of grouping is carried too far in the scheme of the judges. The committee desire to refer to the report of the Bar Committee of December, 1886, and to advocate very strongly the system of alternate grouping there proposed (see below). The committee consider that the scheme of the judges will be very unpopular throughout the country, and that much of the opposition to it will be justifiable. It practically makes no provision for local country causes in extensive districts. The committee think that this opposition would to a great extent be disarmed if, instead of taking away the civil assize from so many towns altogether, as the judges propose, the civil assize was held once a year only in many of those towns, the assizes being so arranged that on the circuit in which no civil assize is to be held in any particular county, it would be held in an adjoining county.

6. The committee also desire to point out that the scheme of the judges is based upon tables of the numbers of causes tried at each town, which appears to them to be misleading. Tables of causes set down for trial would be more trustworthy: but in the opinion of the committee, not only the number of causes tried, but also the number set down for trial, has in many assize towns been affected by the unsatisfactory character of the present arrangements for their trial.

7. The committee recommend that the scheme of the judges be amended by adding to the list of towns at which civil business shall be taken, and to which for that purpose two judges shall go, certain pairs of towns, one to be taken alternately on each circuit. Take, as an example, towns on the Oxford Circuit. The committee suggest that in the winter an assize might be held at Worcester, for Worcester and Hereford; in the summer at Hereford, for Hereford and Worcester. Similarly, an assize might be held in the winter at Monmouth, for Monmouth and Gloucester, and in the summer at Gloucester, for Gloucester and Monmouth. Other pairs of towns which might be dealt with in like manner are mentioned in the Bar Committee's report dated December, 1886. The committee refer to the reasons set forth in that report, and in a prior memorandum of March, 1885, as explanatory of their views.—(See below.)

Extracts from the Report of the Bar Committee, dated December, 1886.

2. We believe that a careful and well-considered system of "grouping" of counties together, coupled with the presence of two judges at each assize town, would remedy the existing evils.

3. We propose so to group the counties that each county (with some possible exceptions) may have assizes during the year held within its limits, so that the privilege of holding assizes at the county town, which the inhabitants of each county undoubtedly value, should not be taken away.

4. We subjoin schemes by which the above proposal may be carried out. These plans may admit of amendment in detail, but they are the result of considerable discussion and inquiry.

5. The advantages to be gained under the proposed system of grouping are as follows:

(*a*.) The doing away with a number of commission days. There is also

involved in this a saving with respect to first business days, which are little more than half-days.

(*b.*) The saving of time and expense where a long trial blocks one court. Where there are two courts shorter cases may be disposed of before the other judge, thereby enabling parties to have their cases tried, and witnesses, &c., to be set free.

(*c.*) The prevention of much waste of time arising from the uncertainty of the number of days required in a county where the business may or may not be very rapidly disposed of. It is obvious that where two counties are joined the average of the joint business may be more readily ganged.

(*d.*) The loss of time and the unnecessary waste of money arising from not knowing when the one judge will be able to open the commission, and when (if at all) he will be able to try causes. This may frequently under the present system amount to an absolute denial of justice.

(*e.*) The great decrease in the length of time during which the judges who go circuit will be absent from town.

(*f.*) The advantage of two judges consulting on difficult matters.

PROCEDURE (*Queen's Bench Division*).

8. *Resolutions* 11, 14, 15, 16, 17, *and* 18.—The committee are of opinion that the summons for directions will fail to attain the object intended to be effected by it. Its successful working depends upon the parties on each side and their solicitors knowing all about their cases within fourteen days after the issue of the writ, which they never do in practice, and are not likely to do under any improved procedure. In many cases it is quite impossible that they should do so, however diligent they may be. Where possible it would cause unnecessary expense to the parties, as counsel could not be properly instructed on the summons for directions without incurring the greater part of the expense of preparing for trial. The summons for directions, if introduced, will probably result in a common form of order for pleadings, particulars, discovery, a jury, &c., being made in the great majority of cases, and in these, therefore, the parties will have the cost of an additional summons thrown on them, while in the few cases in which the master thinks he sees his way to make a special order, and makes it, he really will be acting in the dark, and it is probable that further investigation into the facts will often shew that he was mistaken, and further expense will be incurred in applying for further or different directions. The system, however, might work well in simple cases where order 14 can be applied, and where the facts are brought before the master on affidavit; and the committee approve of the suggestion that a master or judge giving leave to defend under order 14 should have power to give the directions contemplated by the judges. On the subject of directions the committee agree generally with the remarks of Mr. Justice Cave in his memorandum, dated June 6, 1892, and they agree with him in thinking that, although the summons for directions at the early stage proposed by the Council of Judges will be useless, or worse than useless, directions as to the mode of trial might usefully be given at a later stage before the cause is entered for trial.

9. *Resolutions* 19 *to* 23.—As to interrogatories, discovery and inspection, the committee adhere to the views expressed in the report of the Bar Committee dated the 22nd of June, 1891, on this subject, which was as follows:

The committee have carefully considered the question raised by the observations of the Master of the Rolls in the House of Lords, on the 17th of July, 1890, with regard to the practice of administering interrogatories and obtaining discovery of documents in the Queen's Bench Division. They agree with the view that the powers of obtaining discovery under the existing rules are often abused, and the costs of an action thereby needlessly increased, but they do not think that it is desirable or even possible to dispense altogether in the Queen's Bench Division either with interrogatories or with discovery of documents. They conceive that the object to be arrived at is to remove the abuses of the present practice, while rendering more effective the important instrument of discovery which is supplied by both methods.

They consider that there is, in general, a great difference in point of importance between interrogatories and discovery of documents. If either side is in possession of any document relevant to the case, it seems clear that, in the interests of justice and economy, there should be no delay in the disclosure of it to the other side. Nothing tends so much to stop unnecessary litigation as the earliest possible disclosure of the strength or weakness of a case. They think that the existing rule, which requires a deposit of £5 to be paid before discovery can be obtained, is objectionable in principle and ineffectual in practice. It often operates in the case of a poor litigant to prevent discovery in a case where discovery is required, while it has no operation where the party seeking discovery is possessed of means. The costs recoverable on taxation upon the paying in and taking out the £5 are wholly disproportionate, and amount to more than 25 per cent. on the security. They recommend the abolition of the rule contained in ord. 31, r. 26, and with regard to discovery of documents generally, they recommend:

1. That the defendant by indorsement on his statement of defence and the plaintiff by indorsement on his reply, or either party by notice delivered subsequently, should be entitled to claim the usual affidavit of discovery, and that thereupon the opposite party should within ten days after delivery of the indorsed pleading or of the notice file such affidavit, subject to the power of the court or a judge to order such affidavit to be filed at any other stage of the action.

2. In the case of any proceedings being taken by any party to an action in regard to the sufficiency of the opportunity given by his opponent for inspecting and taking copies of documents, for which no privilege is claimed, or in regard to claims of privilege in respect to any document, the costs of such proceedings, in the absence of special circumstances, should always follow the event of the application.

With regard to interrogatories the case is, they think, different. They agree with the view that in very many of the cases in which they are administered little or no result is obtained, except a considerable increase of cost and delay. But they think there are, on the other hand, cases where it is essential that interrogatories should be administered. For instance, when a party to an action has himself no knowledge of the circumstances, as in the case of a personal representative or a surety, as a general rule the litigant should have the power of administering interrogatories. There are, again, other cases, incapable of classification, in which the exercise of such a power is useful, even though not absolutely necessary. Often incidental advantages arise, although the interrogatories and answers may not be put in evidence at the trial. Sometimes interrogatories, or the answers to them, stop an action; and more often still, they elicit information which materially narrows the issues to be tried. The committee think that these considerations point to the advisability, not of the abolition, but of the more effective control of the power of administering interrogatories.

They think that the objections to the £5 rule apply to the case of interrogatories as well as to the case of discovery of documents. They recommend in this case also the abolition of the rule, and they are inclined to think that, in order to provide an effective check upon unnecessary or unreasonable interrogatories, it would be desirable to revert to the former practice, viz., that the judge or master in chambers should consider and decide, not merely whether the case is one in which interrogatories may properly be administered, but also whether the particular interrogatories proposed should be allowed. They think that, in order to give the party to be interrogated a fair opportunity of challenging any particular interrogatory, a copy of the proposed interrogatories should be served with the summons.

They think that the party interrogated, if the judge or the master allows the proposed interrogatories, should not be permitted to raise any objection in his affidavit in answer, except on the ground that answering may tend to incriminate him.

They think further that in many cases the necessity for interrogatories might be obviated if a more stringent rule were adopted with regard to the necessity of delivering proper particulars. It was apparently the original intention of the framers of the Judicature Rules that the pleadings should in each case contain particulars sufficient to render an application for particulars or for further particulars unnecessary. This intention has not been fulfilled in practice, and a great deal of unnecessary expense and delay is at present caused by applications for particulars, and for further and better particulars, which should have been given with the pleading in the action. They therefore think that a plaintiff and a defendant respectively should be bound to deliver with his pleading all requisite particulars; and that in the event of an order being made for particulars, or for further or better particulars, the cost of obtaining such order should, in the absence of special circumstances, be paid by the party whose failure to give any or any sufficient particulars with his pleading has rendered such order necessary. If an order is refused, the party who took out the summons should pay the costs attending the same.

10. It will be seen, as to interrogatories, that these recommendations substantially agree with the report of the judges, though the judges' resolutions do not seem to fully carry out their report.

11. As to discovery and inspection, the proposals of the judges appear to depend to some extent upon the summons for directions, but whether that is introduced or not, the committee do not approve of giving the master so large a discretion, nor do they approve of resolution 21.

12. The committee desire to add that it is desirable that it should be made clear that no alteration is intended to be made in the present practice as to the affidavit of ship's papers.

13. *Resolutions to* 38A.—As to commercial causes the committee agree with these suggestions, but they are of opinion that the usefulness of the Commercial Court would be very greatly increased by attaching to it a registrar, with powers and duties similar to those of the registrar in the Court of Admiralty. One of the masters might be assigned to act as registrar, but he should, where necessary, be assisted by commercial assessors, a system which has worked extremely well in the Admiralty Registry.

PART II.

CHANCERY DIVISION.

14. *Resolutions* 39, 40.—The committee regard the block of witness actions in the Chancery Division, and the interruption and adjournments which take place after the hearing of these actions has been commenced, as a crying evil, and they are strongly in favour of the additional judge, and of the separate witness list suggested by these resolutions, and also recommended by Lord Esher's Committee of 1885 and by the Joint Committee appointed by the Bar Committee and the Incorporated Law Society in January, 1889. The following is an extract from the report of the last-mentioned Joint Committee:—

It is the opinion of the committee that the most urgent of all reforms required in the Chancery Division is that better provision should be made for the continuous trial of witness actions.

Since the passing of the Judicature Acts and the trial of chancery actions with *viva voce* evidence, witness actions have materially changed the course of business in that division.

The necessary interruption of witness actions under the existing practice by interlocutory and other business seriously increases the expense of such actions, and prolongs the time actually occupied in their hearing. Where (as under the present practice) witness actions are taken only on three days a week, the expenses of witnesses are much aggravated. Every

adjournment for a longer period than until the next day requires old ground to be again gone over to a greater or less extent.

It is not only in witness actions that time is lost by the present breaking up of the business of the courts. It not unfrequently happens that an opposed petition or adjourned summons, interrupted by witness actions, is heard piecemeal. So long as witness actions are taken with other business, as at present, the hearing must necessarily be intermittent.

In the present condition of the business other than the trial of witness actions, it is not possible for any judge of the Chancery Division, except Mr. Justice Kekewich [for whom now read Mr. Justice Romer], even under favourable circumstances, to give more than three days a week to witness actions. Witness actions are frequently kept out of the paper for weeks together. In all the courts the delay between the time when the action is ready for hearing and the time when it is actually tried is a grievous hardship on the suitor.

The committee, while recognizing the propriety of the trial by a judge and jury of actions specially suited for such a mode of trial, do not think the difficulty above pointed out can be met either by sending other chancery witness actions to the assizes or by transferring groups of them from time to time to the Queen's Bench Division.

The committee are unanimously of opinion that, with the present judicial staff, it is not possible to devise any scheme which will effectually relieve the pressure of witness actions or remove the inconveniences above pointed out.

It is therefore absolutely necessary for the efficient disposal of business in the Chancery Division that an additional judge should be appointed, so that two judges of the Chancery Division may sit continuously for the trial of witness actions. The occasional services of a judge attached in the Queen's Bench Division would not meet the difficulty. The new judge should be a permanent judge, familiar with the principles of equity and the practice of the Chancery Division.

15. *Resolution* 41.—In reference to the suggestion that the registrars should be gradually replaced by additional chief clerks, the committee desire to point out that the orders made in the Chancery Division (particularly in administration matters) are often unavoidably long and intricate, requiring special qualifications and experience on the part of those who draw them up. Whatever change may be made in the names of the officers intrusted with these duties, the duties themselves must necessarily be distinct from those of the officers who have to work out the orders. Uniformity of procedure in the Chancery Division seems to require that the two sets of officers should be distinct also.

16. The committee are also of opinion that while it is advantageous that each judge of the Chancery Division should be in touch with his own staff of clerks, there would be considerable disadvantage in attaching particular taxing masters to particular judges.

17. *Resolutions* 54 *to* 61.—The committee cordially approve of the proposed supervision order. It is not, however, an entire novelty, orders of a similar kind having been made by the late Mr. Justice Pearson, and by other Chancery judges. Such orders have, as the committee believe, been found to work well in practice.

18. *Resolutions* 62 *and* 63 raise a question of great difficulty. If an executor or administrator is deprived of the power of preferring particular creditors, he will be bound to delay the payment of any debts until all the liabilities of the estate have been ascertained, a period which may be of serious length by reason of doubtful claims. This delay may inflict great hardships on creditors whose claims are not doubtful. If the right of preference is to cease, the committee think it should only cease when a creditor commences an action to enforce his claim, and notice of the action is brought home to the executor or administrator.

19. The right of an executor or administrator to retain his debt (*i.e.*, to prefer himself) appears to stand on a different footing. The committee are of opinion that it should be so far abolished as to give no priority or advantage to an executor creditor over other creditors of whose claim he has notice at the time when he pays himself, such modified right of retainer not to be exercisable until a reasonable time has elapsed to enable the debts generally to be ascertained. The administrator creditor's right of retainer is, it may be observed, precluded by the form of the administration bond.

20. *Resolution* 64.—The committee recommend that, to remove all doubt, the following words be added to this resolution, "and notwithstanding that the interests involved may be legal interests only."

21. *Resolutions* 75 *and* 76 seem unnecessary as only expressing the present practice.

22. *Resolution* 77.—This also seems to express the present practice, shares as to which there is any special difficulty being carried over to separate accounts, so as not to delay the distribution of the rest of the fund.

PART III.

23. *Resolution* 41.—The committee adhere to the opinion expressed in their report, dated February, 1890, which was as follows:

No new rules are required for the purpose of assimilating costs in the Queen's Bench Division and the Chancery Division. Any want of uniformity in the system of taxation prevailing in the two divisions must arise from the different modes in which the various taxing officers, that is to say, the masters of the Queen's Bench Division and the taxing masters in Chancery, apply and administer the same rules. This, in the opinion of the committee, would best be remedied by committing all taxations to the same authority. In other words, they recommend that the taxation of costs in any Queen's Bench Division case should be referred, as in a Chancery case, to one of the taxing masters in rotation, and that the number of these taxing masters should be increased, and the number of the masters of the Queen's Bench Division correspondingly diminished, the necessary adjustment in the first instance being made by a transfer of some of the last mentioned masters to the Chancery Taxing Office.

Costs.

24. *Resolution* 70.—By "client" is here apparently meant the successful party in the litigation, and the object seems to be to repeal ord. 65, r. 27 (29), and to give a reasonable indemnity to such party for all the costs he has incurred in the litigation. The committee approve of the principle of the alteration, but think that the increased costs should not, without a special direction from the judge, go further back than the commencement of the action. In any case the resolution appears to require revision.

25. *Resolution* 71 appears to the committee to be objectionable, as likely to deter the best practitioners from undertaking contentious business and needlessly embarrassing the conduct of an action. In lieu of resolutions 70 and 71, they suggest the following:—

Every order by which costs are ordered to be paid to any person shall entitle him to have such costs taxed, as between himself and the person by whom such costs are to be paid, on the same footing as they would be taxed as between himself and his own solicitor, but such costs are not to include any charges which, according to the present practice, would not be allowed to such solicitor in the absence of a special authority from his client, and also are not to include any costs incurred before action brought or proceeding commenced without a special direction of the judge.

26. *Resolution* 74.—The committee suggest that this be extended so as to embrace the case of a married woman who is an unsuccessful defendant.

Appeals.

27. *Resolution* 79 (*Queen's Bench Division side*).—Referring to the proposal for forming a divisional court of three judges to hear appeals from judge's chambers in the Queen's Bench Division, the committee desire to state their preference for the suggestion made by Mr. Justice Cave in his memorandum of the 6th of June, 1892, that divisional courts should be abolished altogether, and that a third division of the Court of Appeal should be formed to take all work now done by divisional courts, which it is not thought right to intrust to a single judge sitting alone. They also agree in thinking that two divisions of the Court of Appeal only should sit during the long circuits, and that the judges proposed to be added to the Court of Appeal, or some three judges of the existing Court of Appeal, should go circuit in their turn.

28. *Same Resolution* (*Chancery Division side*).—It should be made clear whether the practice of moving in court to discharge an order made in chambers is to be abolished. If not, what is equivalent to an intermediate appeal will be preserved in such cases. At the same time provision should be made for expediting the hearing of procedure summonses which are of an urgent nature.

29. *Resolution* 80.—The committee emphatically object to any rule by which the leave of a judge of first instance is made necessary to an appeal.

30. They are further of opinion that if the necessity of obtaining such leave be in any case imposed, the cases in which the leave must be obtained should be stated, rather than the cases in which it is not to be required. As the resolution stands, it is by no means clear that it would not exclude many cases in which the refusal of the right to appeal would work very great injustice. Moreover, the cases in which the resolution is to apply are left doubtful, without a definition of what is meant by an "interlocutory order." An order may be interlocutory for certain purposes, though it finally disposes of the rights of the parties. See *Pheysey* v. *Pheysey* (12 Ch. D. 305).

31. In all cases of appeal by leave only, in the opinion of the committee the Court of Appeal should have power to give leave if refused by the court below.

32. *Resolutions* 82 *and* 83.—The committee recommend that the time should be fourteen days in each case.

33. *Resolution* 84.—They think that two months is too short, and suggest four months.

Criminal Appeals.

34. *Resolutions* 89 *to* 100.—The suggestion that a permanent Court of Criminal Appeal should be established, raises a question of policy rather than of practice or procedure. For this reason it is not dealt with in this report. The committee consider that the right time to consider it is when a Bill for the purpose has been introduced.

35. Several of the judges' resolutions of minor importance are not touched on in this report. With these the committee desire to state their concurrence.

December, 1892.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

(*Continued from page* 119.)

With regard to procedure, the committee welcome every suggestion which tends to avoid useless delay and expense, and they think that the public and the legal profession have reason to be grateful to the Council of Judges for suggestions, many of which will operate in these directions. The committee are especially glad to observe that the Council of Judges have seen fit to recommend the establishment of a "Mercantile List" of causes in London, and the selection of two judges to try such causes. They anticipate most valuable results if this proposal be carried into effect. They also cordially welcome suggestions having for their object the avoidance of useless interlocutory applications and pleadings. The committee are extremely glad to see that it is proposed that upon the summons for directions power should be given to order "evidence of particular facts to be given by affidavit of information and belief or by production of documents or by entries in books." Such a power ought

to prove of great value and to lead to saving of expense. The committee trust that it is intended that the resolution, No. 64, extending the originating summons "to all cases of construction of a deed, will, or other instrument, where a declaration of right only without other relief (such as possession or the like) is sought" shall apply in common law as well as chancery. This interpretation has been placed upon the resolution by the member of the bench who is the author of the two articles on the subject of the report which appeared in the *Times*, but the resolution itself appears only under the head of "Chancery Division" in the prints of the resolutions. The proposals as to procedure in detail will require the close attention of the committee next year in case it should be proposed to frame new rules on similar lines. Paragraph 6 of the judges' report, and resolutions 70, 71, and 73 are of the greatest practical importance to solicitors. The opinion of the profession appears to be unanimous that when costs are allowed to a litigant they should be allowed as between solicitor and client. The Council of Judges define these as "all the costs reasonably incurred," and they suggest that if these are allowed no further costs ought to be payable to the party's own solicitor unless, after full explanation, he has chosen to incur them, and has agreed to do so in writing to his solicitor. Now it is well known that solicitor and client costs do not usually comprise everything which a solicitor may claim against his own client (Daniells' Chancery Practice, 6th ed., vol. 2, part 1, p. 1234), and, therefore, it will behove the profession to use every effort to secure that in any new rules the costs payable by a party shall be full indemnity costs, or that the right to recover extra costs from the solicitor's own client shall be preserved. It is submitted that a rule allowing a successful party his costs as between solicitor and client, as the expression is now understood, instead of as between party and party, would meet the wishes of suitors. The suggestion that a solicitor should only be entitled to extra costs if his client has in writing chosen to incur them, after full explanation previously given, is impracticable. In many cases the solicitor cannot possibly know beforehand whether the taxing master will, in the exercise of his discretion, approve or disapprove of certain proceedings which the solicitor may consider necessary for the protection of his client. His client may be abroad or too ill to attend to the matter, which he may have left to the discretion of his legal adviser. Furthermore, nothing can well be more objectionable than the need of constantly applying for written authority to do things which the client cannot be expected to understand the importance of, but which are perfectly plain to the solicitor. Again, the suggestions of the Council of Judges might, if carried out, prevent a solicitor from recovering from his client the costs of interlocutory proceedings which were unsuccessful through no fault of his, and with regard to which he could scarcely have been expected to have obtained a previous written authority. An example of this is afforded by paragraph II. of the report, where it is proposed that the judge or master shall be bound to award costs against a plaintiff who has made an unreasonable application (*i.e.*, one which the judge or master considers so) under order 14. In such cases it would be unfair that the solicitor should not have his costs against his own client. If the suggestions of the Council of Judges as to costs are adopted, it is clear that the scales of costs will have to be carefully revised in detail, so as to secure that the solicitor shall have his full costs incurred down to the point, whether before or after trial, at which the litigation ceases. Resolution No. 73, which proposes to abolish the present rules as to costs on the higher scale, seems quite uncalled for, inasmuch as there are many cases in which, whether having regard to the large amount involved or the difficulty of the work done, the lower scale of costs is inadequate. The committee cannot conclude their observations on the subject of procedure and trial of causes in Liverpool without expressing their debt of gratitude to Mr. Gray Hill for the services which he has rendered to the society as a member of the Council of the Incorporated Law Society of the United Kingdom. They also desire to express their thanks to the committee of the Manchester Law Association, who sent a deputation to confer with them, and with whom they have throughout co-operated in connection with these matters, and also to the Liverpool Chamber of Commerce, who expressed their concurrence with the objects in view, and declared their willingness to render all the assistance in their power.

County courts.—The long expected revision of the County Court Rules and Scales of Costs has at length been made in the present year, and the committee cannot refrain from expressing their disappointment that the strenuous efforts which the Council of the Incorporated Law Society of the United Kingdom and themselves made in the years 1889 and 1891 have resulted in so little improvement being effected. The principle of order 14 has not been adopted. A defendant to a default summons, although he has no defence, may still, without any restriction, put the plaintiff to the trouble and expense of attending the court at the hearing, while, on the other hand, the plaintiff is obliged to file a very full affidavit before the summons can be issued. There is no reduction of the very excessive court fees levied. There is very little improvement in the scales of costs, and, in some instances, the alterations are distinctly disadvantageous to practitioners. The old vicious principle of making it more profitable to a solicitor to employ counsel than to conduct a case himself is retained. As has been well pointed out in a special report of the Council of the Incorporated Law Society of the United Kingdom issued this year, the question of remuneration is one of public and not solely of professional interest. The public are not benefited by cutting down the costs of litigation to such an unremunerative level as to lead to inefficiency, and in these days, when the county courts have ceased to be what they were originally, tribunals for the collection of small debts, encouragement should be given to men of good standing to practise in them. The committee agree with the view of the council that until the power of preparing rules is transferred to a competent authority, constituted on the principle of the Solicitors' Remuneration Order, 1881, satisfactory results can scarcely be expected. The committee cannot refrain from mentioning that although prints of proposed new rules and scales were submitted by the council and by this committee to the Lord Chancellor and the Rule Committee of Judges, and promises were given that they should be carefully considered, yet the new rules and scales were issued without any previous opportunity being afforded for the consideration of them in draft.

The Public Trustee Bill.—In the month of February the committee were informed that it was the intention of the Government to introduce a Public Trustee Bill, and that it was likely that the measure would receive the support of the Opposition. The Council of the Incorporated Law Society of the United Kingdom were invited to offer suggestions which might enable the Government to introduce the Bill in a form which would not be open to the objections which had been urged to the Public Trustee Bill introduced in the preceding session. Accordingly a draft Bill was prepared under the direction of the council for consideration in consultation with the provincial law societies. This Bill appeared to the committee to be most objectionable, and to shew the impossibility of making any suggestions which would remove the difficulties pointed out in the committee's report, a copy of which was appended to the annual report of 1890. Accordingly it was resolved that a determined opposition should be offered to any measure for the appointment of a public trustee. A circular was issued to the Council of the Incorporated Law Society of the United Kingdom, and to the provincial law societies. The president and vice-president were requested to attend an adjourned meeting summoned by the Council of the Incorporated Law Society of the United Kingdom. The meeting was largely attended, and in the result resolutions were passed in accordance with the views entertained by the committee. These views also found acceptance at the meeting of the Associated Provincial Law Societies held on the 19th of February. No Bill was introduced, but the matter is one which will require the closest watchfulness in the future.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Honours Examination.

November, 1892.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

(In the opinion of the committee the standard attained by the candidates does not justify the issue of any first class list.)

Second Class.

[In Alphabetical Order.]

George Dayrell Callender, who served his clerkship with Mr. Joseph H. Stretton, of London; and Mr. George Herbert Newman, of the firm of Messrs. Stretton, Hilliard, Dale, & Newman, of London.

William Glasgow, who served his clerkship with Messrs. Simpson, North, & Johnson, of Liverpool; and Messrs. Wynne, Holme, & Wynne, of London.

Arthur William Page, who served his clerkship with Mr. William Day Watts, of Bristol.

Francis McNeil Rushforth, who served his clerkship with Messrs. Robbins, Billing, & Co., of London.

Harold Thomas Stevenson, B.A., who served his clerkship with Messrs. Pontifex, Hewitt, & Pitt, of London.

Charles North Wright, who served his clerkship with the Rt. Hon. Henry Hartley Fowler, M.P., of the firm of Messrs. Fowler & Langley, of Wolverhampton; and Mr. Henry John Smith, of the firm of Messrs. Miller, Smith, & Bell, of London.

Third Class.

[In Alphabetical Order.]

Allen Bathurst, who served his clerkship with Mr. Harry Woodward, of the firm of Messrs. Ravenscroft, Hills, & Woodward, of London.

Vernon Reilly Cockerton, who served his clerkship with Mr. Frank Swetnam Goodwin, of Bakewell; and Messrs. Woodcock, Ryland, & Parker, of London.

William James Gandy, who served his clerkship with Mr. Algernon Fletcher, of the firm of Messrs. A. & J. E. Fletcher, of Northwich.

Alfred David Levi, who served his clerkship with Mr. Lewis Emanuel, of the firm of Messrs. Emanuel & Simmons, of London.

Walter Robbs, who served his clerkship with Mr. Decimus Mallet Robbs, of the firm of Messrs. Robbs & Forrest, of Gainsborough; and with Messrs. Collyer-Bristow, Russell, & Hill, of London.

Herbert Simpson, who served his clerkship with Mr. James Thorp Hincks, of the firm of Messrs. Hincks & Keites, of Leicester.

Ronald Japheth Tickle, who served his clerkship with Mr. Japheth Tickle, of London.

Frederick Joseph Tootell, who served his clerkship with Mr. Thomas John Broad, of Watford; and Messrs. Bower, Cotton, & Bower, of London.

The Council of the Incorporated Law Society have accordingly awarded—

To Mr. Page—"The John Mackrell Prize"—value about £12 10s.

And have given class certificates to the candidates in the second and third classes.

Eighty-six candidates gave notice for the examination.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 20.—Mr. Clarence Harcourt in the chair. Mr. Archer M. White opened the debate, and moved: "That this society is of opinion that music halls, as at present conducted, are detrimental to public morals." Mr. H. M. Giveen opposed. The following gentlemen also spoke:—Messrs. W. M. Woodhouse, Brownjohn, Brinkworth, Herbert Smith, Burgess (manager of the "Royal" Music Hall), and McDougall (London County Council). Mr. White replied. The motion was lost.

NEW ORDERS, &c.

COMPANIES (WINDING-UP).

Mr. Justice VAUGHAN WILLIAMS.

Notice.

By orders of the Lord Chancellor, dated the 16th and 19th of December, 1892, the following actions have been transferred to the Honourable Mr. Justice Vaughan Williams, sitting as an additional judge in the Chancery Division:—

Mr. Justice CHITTY.

In re Edward Jennings Blunt Devonshire v George Newman & Co, ld 1892 B 5,759

Mr. Justice NORTH.

Hicks & anr v The House and Land Investment Trust, ld, and The Real Estates Co, ld 1892 H 4,247

TRANSFER OF ACTIONS.

The following is a list of the actions for trial with witnesses transferred to Mr. Justice Wright (sitting as an additional judge of the Chancery Division), by order dated the 22nd of December, 1892:—

Hunt v Parry In re Parry, dec Hunt v Parry act (restored)
Attorney-General v Fareham Guardians adj sums with wits, by order (2nd day of sittings)
In re Santa Rosalie del Carmen Mexican Co, ld, & Co's Acts motn with wits by order
London Trust Co, ld v Mackenzie act (Jan 16)
Forrest v Walker act
Hollender v Hunt act
Anderson v Edgbaston Brewery Co, ld act
Robson v Steriline, ld act
Mantell v Mantell act & 3rd party notice
Wright v Walford act
Morley v Loughnan act (Jan 16)
Stephenson v Christian act
Avard v Avard act
Pearson v Union Bank of Manchester York City & County Banking Co v Pearson acts
In re Loughnan, dec Dalgety & Co v Russell Howell act for trial and adj sums in In re Loughnan, dec, Howell v Harting by order May 28, 1890
Luck v Williamson act
Clarke v Mills act
Bartlett v Sarl act & motn for judgt
Jones v Pim, Vaughan, & Co act
In re Kennett, dec Measom v Amey claim of H T Crawter with cross-examination on affidavits, by order
Corrugated Paper Packing Co, ld v Speight act
Stuttard v Beaumont act
In re Gilbert, dec Parry v Doyle adj sums, with acts, by order
Hart v Hill act
Carr v Timlin act
In re Hall, dec Hall v Hall act
Ross v Allen act
In re Brown, dec Sleeman v Brown act
Barnett v Barnett act & motn for judgt
Phillips v Cresswell act
Huntley v Curry act
Middleton v Drake act
Powell v London & Provincial Bank, ld act
Armitage v Armitage act
In re The Eddystone Marine Insurance Co, ld (settlement of list of contributories) Ex parte J & H Greenaway C. C. Cert. No. 19
Simpson v Cargill act (S. O. until depositions filed)
In re Stanley, dec Stanley v Burchell act
MacLean v Griffin act
In re Grimley, dec Grimley v Grimley act
Hewitt v Gater act
Want v Campain act
Asten v Asten act
Brodhurst v Aarons Reefs, ld act
Corrall v Pilkington act
Kayler v Batson act
In re Petroleum Wells of Germany Syndicate, ld & Co's Acts Expte J. M. Henderson motn for removal of name from register, with wits, by order
In re Fish, dec Bennett v Bennett act
Saunders v Ross act
Monarch Investment Building Soc v Grundy act
Baring v Overton act

LEGAL NEWS.

OBITUARY.

His Honour Judge MACKONOCHIE, judge of the County Court Circuit No. 55, died this week at Bournemouth. He was a son of Colonel George Mackonochie, of the East India Company's Service, and was born in 1823. He became a Scotch advocate in 1845, and in 1855 was called to the English bar and joined the Western Circuit. He was a revising barrister from 1873 to 1888, and Recorder of Winchester from 1880 to 1888.

APPOINTMENTS.

Mr. G. HILTON LEWIS, solicitor, of Ilfracombe, has been appointed a Commissioner for Oaths.

Mr. JAMES VALENTINE AUSTIN has been appointed Judge of County Court Circuit No. 54 (Bristol), in succession to Judge Metcalfe. Mr. Austin was called to the bar in 1876, and has practised on the Western Circuit.

The Hon. GILBERT COLERIDGE has been appointed Assistant Master in the Crown Office Department of the Supreme Court.

Mr. THOMAS RICHARDSON KEMP, Q.C., has been appointed Recorder of the City of Norwich.

Mr. MONTAGUE JOHNSTONE MUIR MACKENZIE has been appointed Recorder of the borough of Deal.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

ROBERT FREDERICK SISSON and OLIVER GEORGE, solicitors (Sisson & George), St. Asaph and Rhyl. Dec. 14. [*Gazette*, Dec. 16.

GENERAL.

Mr. Justice Mathew left town for Dublin on the 16th inst.

The *Daily Telegraph* says that Sir Francis Jeune, President of the Probate, Divorce, and Admiralty Division, has accepted the office of Judge Advocate-General under the present Government. The appointment is merely temporary. It was similarly held by a distinguished predecessor of the existing President, Lord Stowell.

The *St. James's Gazette* says that a sheriff's court was held at Stafford this week to assess the damages in an action brought by the wife of a butcher at Wolverhampton against a pork butcher of the same place. It was alleged that the defendant had publicly accused the plaintiff of unchastity. The case was notable as being the first in which proceedings had been taken under the Slander of Women Act, 1891, which provides that words spoken or published imputing unchastity or adultery to any woman or girl shall not require special damage to render them actionable. The jury awarded the plaintiff £50 damages.

The *St. James's Gazette* says that "Yet another Mr. George Lewis will carry on the tradition of the famous Ely-place firm. Mr. George Lewis well remembers and often recounts to his favourite clients how he used to go down to court and watch his father conduct a case, and wonder if he would ever be able to do it; and he recalls how his father came down and watched him conduct his first case. It has been his especial pleasure during the last two years to be accompanied by his own son since he left Cambridge."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ODGERS.—Dec. 21, at Savile House, Fitzjohn's-avenue, Hampstead, N.W., the wife of W. Blake Odgers, barrister-at-law, of a son.
PONSFORD.—Dec. 16, at Ranmore, The Bank, Highgate, the wife of Arthur Ponsford, solicitor, of a daughter.

MARRIAGE.

HAMILTON—TODD.—Dec. 20, at Christ Church, Forest-hill, S.E., John Andrew Hamilton, barrister, of the Inner Temple, to Maude Margaret, younger daughter of the Rev. J. W. Todd, D.D., of Forest-hill.

DEATH.

MAYD.—Dec. 16, at Withersfield, Suffolk, William Mayd, of 15, Montagu-place, Bryanston-square, barrister-at-law, Recorder of Bury St. Edmunds, aged 63.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOOTHMAN'S, LIMITED—Petn for winding up, presented Dec 13, directed to be heard on Jan 11. Jackson & Jackson, Lincoln's inn fields, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 10
BRADFORD VICTORIA HOTEL CO, LIMITED—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Robert Thomson Heselton, 9, Market st, Bradford. Taylor & Co, Bradford, solors for liquidator

C. M. Taylor's Patent Bottling Co, Limited (New Company)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Turketine, 19A, Coleman st

FRIENDLY SOCIETY DISSOLVED.

Terrington Friendly Society, King William Inn, Terrington St Clement, near Lynn, Norfolk. Dec 13

London Gazette.—Tuesday, Dec. 20.

JOINT STOCK COMPANIES.

Limited in Chancery.

Banken, Ellis, & Co, Limited—Petn for winding up, presented Dec 14, directed to be heard on Wednesday, Jan 11. Bolton & Co, Temple gdns, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 10

Unlimited in Chancery.

Kent and Surrey Permanent Benefit Building Society.—Cteditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 31, Green's end, Woolwich. Burn & Berridge, Old Broad st, solors for liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, Dec. 13.

Hayes, James, Blackburn, Innkeeper. Jan. 10. Murray v Highton, Registrar, Preston Needham, Blackburn

Looker, Benjamin, Kingston Hill, Surrey, Brick Manufacturer. Jan. 14. Freeman v Looker, Kekewich, J. Peter de Lande Long, Lincoln's inn fields

Wason, Thomas, Clifton, Bristol, Gent Jan. 14 Zabanski v Wason, Registrar, Liver pool Frodsham, Liverpool

London Gazette.—Friday, Dec. 16.

Dyer, John William, Gosport, Licensed Victualler. Jan 18. Uglow v Darby, North, J. Gard & Pearce, Devonport

Molyneux, William, Seaforth, Lancaster. Jan 16. Stuart v Stuart, Registrar, Liverpool. Ayrton, Liverpool

Nassau, D'Arcy Nassau, Baron's Court rd, West Kensington. Jan 12. Gilbert v Kirby, Chitty, J. Dunster & Chapman, Henrietta st, Cavendish sq

Shurly, Francis, Chertsey, Surrey. Jan 7. Keen v Shurly, North, J. Kent, Lincoln's inn fields

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, Dec. 9.

Ancilotti, Denys, St Mary axe, Merchant Jan 14 Freshfields & Williams, Bank bldgs

Barnard, Elizabeth Ann, Panfield, Essex Jan 31 Cunnington & Co, Braintree

Birchill, Basil Herne Harper, Eastbourne, formerly Capt in H M Army Jan 21 Bannister & Co, John st, Bedford row

Bowden, Robert, Minehead, Somerset, Boot Maker Dec 25 Hole, Minehead

Brooks, Benjamin, Spring Grove, Isleworth, Solicitor Feb 1 Peake, Mitre court chmbrs, Temple, and Hounslow

Burch, Clear, Willes rd, Kentish Town, Timber Merchant Jan 21 Ellis & Co, Basinghall st

Burrows, William, Orford, Suffolk Jan 31 Southwell & Fry, Saxmundham

Burton, Edward, Ironbridge, Salop, Brick Manufacturer Jan 5 Osborne, Shifnal

Carless, Thomas, Hereford, Ironmonger Dec 21 Gwynne & Co, Hereford

Clay, Anne, Boston, Spa, Yorks Jan 14 Simpsons & Denham, Leeds

Cooper, William Edward, Wenham Parva, Suffolk, Farmer Feb 6 Jackaman & Sons, Ipswich

Coulthurst, Mary Amelia, Gargrave, Yorks Dec 31 Chambers & Chambers, Brighouse

Davis, John Mortimer, Stone bldgs, Lincoln's inn, Barrister at Law Dec 31 A F & R W Tweedie, Lincoln's inn fields

Dennis, William Henry, Barnstaple, Gent Jan 12 Bencraft & Bosson, Barnstaple

Ellison, James, Macclesfield, Clerk in Holy Orders Jan 10 Barclay & Taylor, Macclesfield

Farrington, Thomas, Nazing, Essex, Licensed Victualler Jan 15 Spence & Co, Hertford

Gillham, Alfred Morgan, Liverpool rd, Islington, Gent Jan 10 Alleyne & Co, Tonbridge

Guillaume, Mary, New rd, Wandsworth rd Jan 14 Guillaume Bros, Salisbury sq

Harle, Charles Ebenezer, St George's ter, Lower Edmonton, Surgeon Jan 20 Cooke, Coleman st

Hartley, James, Rochdale, Wheelwright Jan 10 Standring & Co, Rochdale

Hemsworth, Henry William, Albion rd, Stoke Newington, Esq Jan 10 Plaskitt, Lincoln's inn fields

Hindle, Hannah, Woolford, Bury Dec 17 Butcher & Barlow, Bury

Hodgson, John, Rochdale, Beerseller Jan 1 Brierley & Hudson, Rochdale

Isaacs, Solomon, Gravel lane, Houndsditch, Hat Manufacturer Jan 30 Levirton, Duke st, Aldgate

Lewis, Jane, Exeter Jan 6 Daw & Son, Exeter

Long, Eliza, Stanley rd, Ball Pond's rd, Dalston Jan 16 Hubbard & Co, Cannon st

Luccock, Sarah, Birtley, Durham Jan 10 Bird, Newcastle upon Tyne

Mannington, Elizabeth Ann, Brighton Jan 31 Hilberys, 4, South sq, Gray's inn

Midgley, John James, Heath Charnock, Lancs, Farmer Jan 20 Cotman & Son, Preston

O'Neill, Ellen, Alexandra rd, Hornsey Jan 5 Ellis & Co, College hill

Poingdestre, Edward Gibbs, Waterloo pl, Pall Mall, Wine Merchant Jan 10 Keays, Charles st, St. James'

Pughe, Rhinallt Navalaw Ap Joan, Liverpool, Physician Jan 14 Bartley & Bird, Liverpool

Roberts, Esther, Griffithstown, Mon Feb 9 Bythway & Son, Pontypool

Sandford, Dorothy Edith, née Westmacott Jan 7 Gwynne Griffith & Capper, Lincoln's inn fields and Ramsgate

Sant, William, Burslem, Staffs Dec 23 Ellis, Burslem

Scott, Jane, Aberystwyth Jan 10 Smith & Co, Aberystwyth

Skinner, William, Pimlico rd, Baker Jan 31 Wrentmore & Son, Bedford row

Smith, George, St George, Glos, Builder Feb 9 Atchley, Bristol

Smith, Mary Louisa Shaw, Gordon rd, Ealing Feb 1 Peake, Mitre court chmbrs, Temple, and Hounslow

Terry, James, High st, Shadwell, Licensed Victualler Jan 16 Hubbard & Co, Cannon st

Thurstun, John, Sutton Valence, Kent, Gent Jan 1 Hallett & Co, Ashford

Tuffly, Richard, Birdlip, nr Cheltenham, Innkeeper Jan 10 Ticehurst & Son, Cheltenham

Turner, Edwin Sager, Rochdale, Printer Jan 10 Looker, Rochdale

Ullathorne, Fanny, Scarborough Jan 20 Turnbull & Co, Scarborough

Umney, Ann Mary, Leamington Spa Jan 3 Roche, Daventry

Wady, George, Brampton, Hunts, Farmer Jan 21 Hunnybun & Sons, Huntingdon

Walker, David, Liverpool, Architect Jan 7 Miller & Williamson, Liverpool

Walker, Elizabeth, Ambleside, Westmrld Jan 31 Gatey, Ambleside

Warren, John, Newport, Mon, Gent Jan 12 Lyne & Co, Newport, Mon

Wellington; Samuel Lyne, Clifton, Bristol, Colour Manufacturer Dec 22 Pearson, Bristol

Wilkinson, Elizabeth, Spring grove, Isleworth Jan 8 Sharpe & Co, New court, Carey st

Williams, Evan Harries, Craigfryn Deganwy, co Carnarvon Jan 9 Chamberlain & Johnson, Llandudno

Williams, Harry, Clerkenwell rd, Traveller June 5 Waller & Sons, Coleman st

Wynne, Mary Anne, Inverness terrace Feb 1 Peake, Mitre court chmbrs, Temple, and Hounslow

Yelloly, John, Clare, Suffolk, Clerk in Holy Orders Jan 2 Rix, Beccles

London Gazette.—Tuesday, Dec. 13.

Ash, Mary, Wolverhampton Jan 10 Gatis, Wolverhampton

Avery, Elizabeth Harriett, Plymouth Dec 30 Lane, Plymouth

Badcock, William Henry, Crediton, Devon, Innkeeper Dec 31 Smith & Co., Crediton

Benson, William Kirby Poole, Oxford st, Cigar Merchant Jan 31 Baker & Nairne, Crosby sq

Brearley, Amelia, Halifax Jan 31 Jubb & Co, Halifax

Brigham, Hannah, Malton, Yorks Jan 14 Richardson & Ridge, Malton

Cyriax, Julius Theodor Freidrich, Coleman st, Merchant Jan 31 Munns & Longden, Old Jewry

Davies, Emma Frances, Ditcheat, Somerset Jan 31 Meade & Co, Bristol

Davis, Charles Augustus, Stamford hill, Gent Jan 31 Wainwright & Bailli', Staple inn

Dickins, Charles Ambrose, Brunswick pl, City rd, Builder Jan 18 Mills, Brunswick pl, City rd

Elligett, Sarah Ann, Hickling st, Rotherhithe Jan 13 Beaumont & Co, Chancery lane; Paine & Brettell, Chertsey, Surrey

Firth, Mary Ann Brear, Halifax Jan 31 Jubb & Co, Halifax

Gibbons, Caroline, Glaskin rd, Well st, Hackney Dec 31 Rooks & Co, King st, Cheapside

Giles, Sibella Martha, Clapham Common Feb 1 Williamson & Co, Sherborne lane

Green, Charles Dymoke, St Alban's, Esq Jan 31 Tanqueray, Woburn, Beds

Gunthorpe, Margaret Anne, Holland rd, Kensington Jan 24 Tasker, Great Queen st

Hearn, George, Colchester, Grocer's Stockman Jan 9 Jones, Colchester

Hill, Michael James, Gt Crosshall st, Liverpool Jan 5 Sunter, Liverpool

Holt, Thomas, Rochdale, Machinist Jan 24 Addleshaw & Warburton, Manchester

Howe, Robert, Wellington row, Bethnal grn, Engineer Jan 15 R Howe and J T Dormer, 93, Wellington row, Bethnal grn

Leather, Margaretta Sarah, Woodbridge, Suffolk Jan 10 Lowndes & Co, Liverpool

Neill, George Peterkin, Birkenhead Jan 21 Cleaver & Co, Liverpool

Newman, George Glanville, Brighton, Gent Feb 1 Livesay & Co, Brighton

Povall, Thomas, Caerleon, Mon, Ex-Sergeant of Police Jan 20 Llewellin, Newport, Mon

Powell, Henry, Leinster sq, Bayswater, Clerk in Holy Orders Feb 2 H P & R E Bartley, Somerset st, Portman sq

Robinson, Lawson Robinson, St George st, Wholesale Grocer Jan 20 Stones & Co, Finsbury circus

Shaw, James Thompson, Collingham gardens, South Kensington, Merchant Jan 12 John Dinnen and Archibald Murray, 39, King William st

Sunderland, Anthony, Goole, Yorks, Butcher Jan 11 England & Son, Goole

Tayleur, Henrietta Frances, Wincanton, Somerset Feb 1 Bell & Freame, Gillingham, Dorset

Turner, Susanna, Heslington, Yorks Jan 21 Nicholson, York

Twining, George Brewster, Hitcham Grange, Suffolk, Clerk in Holy Orders Jan 17 Beachcroft & Co, Theobald's rd

Vevers, William Robinson, Alnwick, Northumbrld, Timber Merchant Jan 31 Hindmarsh, Alnwick

Wilkins, Cecil Wray Byng, Nice, France, Esq Jan 21 Bannister & Co, John st, Bedford row

Wilson, Henry John, Hemingford rd, Barnsbury Feb 8 Pownall & Co, Staple inn

Young, Thomas, Florence st, New Cross Jan 24 Greenep, Woolwich

London Gazette.—Friday, Dec. 16.

Angel, Maurice Crawcour, Capetown, Ostrich Feather Merchant Jan 31 Sydney, Finsbury cir

Barton, Catharine, Norton st, Liverpool Feb 1 Morecroft & Co, Liverpool

Bennett, Simon, Brierley hill, Staffs, Builder Jan 8 Homer, Brierley hill

Buchanan, Charles Sibbald, Cyprus, Assistant Commissary General of Ordnance Jan 31 Nicholson & Crouch, Lancaster pl, Strand

Campbell, William, Starbeck, Yorks, Innkeeper Feb 1 England, Halifax

Chambers, Eliza, Nottiogham Jan 16 Green & Williams, Nottingham

Clark, Elizabeth, Sparkbrook, Birmingham Feb 1 Small, Buckingham

Crosby, Hannah, Sydenham rise, Forest hill Feb 1 Turner & Hacon, Leadenhall st

Dixey, John, Messing, Essex, Farmer Jan 30 Pope & Co, Colchester

Dymond, Thomas Kittow, Southampton, Gent Jan 23 Hallett, Southampton

Evans, Thomas, Beverley, Yorks, Boot Dealer Jan 20 Whiting, Beverley

Evans, Thomas Merrett, Knighton, Leicester, Esq Jan 31 Hanby & Co, Leicester

Friend, George, Horsted Keynes, Sussex, Miller Jan 10 Pearless & Sons, East Grinstead

Gaines, George, King st, Covent garden, Herbalist Jan 17 Starling & Giblett, Gray's inn sq

Gibson, John Rowland, Russell sq, Bloomsbury, F.R.C.S. Eng. Feb 1 Crossman & Prichard, Theobald's rd, Gray's inn

Golding, Thomas, Downham, Isle of Ely, Shoemaker Jan 23 Archer & Son, Ely

HANNAH, JAMES, Norfolk rd, Dalston, Gent Jan 31 Gresham & Co, Old Jewry chmbrs

HARTWICH, WILLIAM, Old Charlton, Kent, Secretary to Spanish Royal Naval Commission in England Jan 12 Duke, Gresham st

HAXWORTH, MARY, Darfield, Yorks Jan 30 Raley & Son, Barnsley

HILL, HENRY WALTER, Surgeon Lieut Col, St Heliers, Jersey Jan 15 Argles & Co, Gracechurch st

HILL, JOHN JAMES, Birmingham, Gent Jan 14 Buller & Cross, Birmingham

HUME, HENRY, Norfolk sq, Bayswater, C.B., retired Colonel Jan 28 Lewin & Co, Southampton st, Strand

JACKSON, JAMES DOMMETT, Beatrice rd, Finsbury park, Manager of a Brick Co Jan 11 Price & Sons, Walbrook

JENKINS, MARIA, Hastings Jan 30 Philcox, Burwash

KING, ELIZA ANNE, Rodborough, Glos Jan 21 W Chandler, Woodhouse Farm, Rodborough, Stroud

LAMPORT, MARY, Rumboldswhyke, Sussex Jan 10 Raper & Co, Chichester

LATTA, JAMES CAMPBELL, West Kirby, co Chester, Cork Merchant Jan 15 North & Co, Liverpool

LOWES, WILLIAM, Haltwhistle, Northumbrid, Farmer Jan 18 Baty, Hexham

MCALPINE, ROBERT MOORE, Hertford st, Mayfair, Major Royal Horse Guards Jan 10 Needham, New inn

NEWSOME, CHARLES, Dewsbury, Woollen Manufacturer Jan 31 Scholefield & Son, Dewsbury

PARKER, FRANCIS, Roecliffe, Yorks, Farmer Dec 31 Gilling, Knaresbrough and Harrogate

PARNELL, MATTHEW JOHN, West Hanningfield, Essex, Gent Jan 23 Duffield & Bruty, Chelmsford

PLATT, HENRY, Stalybridge, Lancs, Carter Jan 25 Whitehead, Stalybridge

PLATT, JOSEPH, Stalybridge, Tobacconist Jan 25 Whitehead, Stalybridge

PLATT, SARAH JANE, Stalybridge Jan 25 Whitehead, Stalybridge

PURKISS, CHARLES WILLIAM, College st, Camden town Jan 13 Donaldson, Bedford row

ROSS, THOMAS, Sutton, Yorks, Managing Director of Hall's Barton Ropery Co, Lim March 30 Rollit & Sons, Hull and Mark lane

RUSSELL, THOMAS, Purton, Wilts, Esq Feb 16 Russell & Co, Coleman st

SCHWAGER, FREDERICK WILLIAM, Coronel, Chili Feb 1 Morecroft & Co, Liverpool

STEPHENS, FRANCIS STANLEY MAXWELL, Wilton pl, Belgrave sq, Esq Feb 1 C. & C. E. Gwilt, Duke st, Adelphi

STEER, JAMES, Kingston upon Hull, Gent Feb 15 Barker & Mayfield, Hull

THOMAS, LLEWELLYN, Merthyr Tydfil, Fitter Jan 11 Leigh, Cardiff

TURNER, JOHN COHAM, Barnstaple Feb 1 Stallard & Turner, Bedford row

VERVERS, WILLIAM ROBINSON, Alnwick, Northumbrid, Timber Merchant Jan 31 Hindmarsh, Alnwick

WATSON, ANN, Stanton st, Newcastle upon Tyne Jan 16 Davidson & Barker, Jarrow, South Shields

WEST, ANN, Kingston upon Hull, Pawnbroker March 30 Rollit & Sons, Hull, and Mark lane

WHITE, CHARLES, Brighton Jan 25 Howlett & Clarke, Brighton

WILLIS, AMBROSE, Hannington, Wilts, Farmer Jan 16 Elwell, Highworth

WILSDON, PHILIP, Charlbury, Oxon, retired Dealer Jan 31 Wilkins & Toy, Chipping Norton

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 16.

RECEIVING ORDERS.

AKED, WILLIAM, Macclesfield, Mineral Water Manufacturer Macclesfield Pet Dec 2 Ord Dec 12

BARKER, MARY EMILY, East Sheen, Surrey, Widow Wandsworth Pet Dec 10 Ord Dec 10

BATES, HENRY BAKER, St Helen's Junction, Lancs, Physician Liverpool Pet Dec 13 Ord Dec 13

BEEVERS, ROBERT, Leeds, Vocalist Leeds Pet Dec 12 Ord Dec 12

BISHOP, ALBERT, Bassaleg, Mon, Coal Merchant Newport, Mon Pet Dec 14 Ord Dec 14

BLANCHARD, JOHN, St Leonard's rd, Bromley by Bow, Confectioner High Court Pet Dec 12 Ord Dec 13

BORRAS, THOMAS, Craven st, Strand, Scrivener High Court Pet Oct 5 Ord Dec 13

BOTHWAY, EDWIN, late of Wisbech St Mary, Isle of Ely, Farmer King's Lynn Pet Nov 22 Ord Dec 13

BRUCE, MARY LANGDON, Regent st, London, Milliner High Court Pet Nov 22 Ord Dec 13

BURNS, WILLIAM THOMAS, Penkridge, Staffs, Tailor Stafford Pet Dec 10 Ord Dec 10

CHRISTIE, WILLIAM, Friern rd, East Dulwich, Watchmaker High Court Pet Nov 17 Ord Dec 13

CURTIS, ALFRED, late Gloucester rd, Regent's park, late Jobmaster High Court Pet Nov 19 Ord Dec 13

DAVIS, JOHN, Thornhill crescent, Barnsbury, Commission Agent High Court Pet Dec 14 Ord Dec 14

DIMMOCK, WILLIAM, Luton, Beds, Straw Hat Manufacturer Luton Pet Dec 13 Ord Dec 13

EDMONDS, JAMES ROBERT, Falmouth, Baker Truro Pet Dec 13 Ord Dec 13

GREGORY, JAMES WILLIAM, Nottingham, Baker Nottingham Pet Dec 13 Ord Dec 13

HALL, FREDERICK, Norwich, Carpenter Norwich Pet Dec 2 Ord Dec 13

HEDDON, HENRY, Borough, Bridgerule West, Cornwall, Farmer Barnstaple Pet Dec 14 Ord Dec 14

HEDGES, JOHN, Henley on Thames, Carrier Reading Pet Dec 9 Ord Dec 9

HILL, LUCILE, Savoy bldgs, Strand, Operatic Artiste High Court Pet Dec 13 Ord Dec 13

JONES, JOHN, Lampeter, Cardiganshire, Draper Carmarthen Pet Dec 1 Ord Dec 14

JONES, WILLIAM, Hanley, Butcher Hanley Pet Dec 12 Ord Dec 12

MARTIN, CHARLES ERNEST, Nottingham, Grocer Nottingham Pet Dec 12 Ord Dec 12

MAW, THOMAS, North Shields, Cab Proprietor Newcastle on Tyne Pet Dec 1 Ord Dec 10

MERRYFIELD, WALTER, Walder-hare, Kent, Farmer Canterbury Pet Dec 14 Ord Dec 14

MILLER, JOSIAH, Kingsland rd, Shoreditch, Cabinet Maker High Court Pet Dec 12 Ord Dec 12

MITCHELL, CHARLES, FREDERICK MITCHELL, and HEZEKIAH MITCHELL, Silsden, Yorks, Worsted Coating Manufacturers, Bradford Pet Dec 13 Ord Dec 13

NOBLE, WILLIAM HENRY, Leicester, Upholsterer Leicester Pet Dec 14 Ord Dec 14

PATTERSON, SARAH HANNAH, West Croydon, Paper Hanging man Croydon Pet Dec 9 Ord Dec 9

PRATT, GEORGE, Aston, nr Birmingham, Gardener Birmingham Pet Dec 14 Ord Dec 14

RHODES, JACK, Ossett, Yorks, Tailor Dewsbury Pet Dec 13 Ord Dec 13

RIMINGTON, JOHN, Pickworth, Lincs, formerly Farmer Nottingham Pet Dec 14 Ord Dec 14

RUSSELL, EDWARD, Harrow on the Hill, Grocer St Albans Pet Dec 12 Ord Dec 12

RYE, GEORGE THOMAS, Bailey's hill, nr Sevenoaks, Kent, Farmer Tunbridge Wells Pet Dec 14 Ord Dec 14

SALTER, WILLIAM, Tavistock, Devon, Butcher East Stonehouse Pet Dec 13 Ord Dec 13

STOCK, CHARLES JOHN, Ramsgate, Provision Dealer Canterbury Pet Dec 10 Ord Dec 10

SUDDADY, WILLIAM COLLETT, Headingley, Leeds, Tailor Leeds Pet Dec 14 Ord Dec 14

THOMAS, DAVID WILLIAM, Cadoxton juxta Barry, Glam, Joiner Cardiff Pet Dec 10 Ord Dec 10

THOMASSIN, CLEMENT DAVID, Southampton row, Bloomsbury Portmanteau Manufacturer High Court Pet Dec 12 Ord Dec 12

TREBLE, FRANK, and WILLIAM TREBLE, late Upper st, Islington, late Fruiterers High Court Pet Dec 12 Ord Dec 13

WALKER, WALTER, Filey, Yorks, Assistant to Aërated Water Manufacturer Scarborough Pet Dec 14 Ord Dec 14

WATSON, HENRY HAYCOCK, Leeds, late Grocer Leeds Pet Dec 12 Ord Dec 12

WEST, SAMUEL, Swansea, Grocer Swansea Pet Dec 12 Ord Dec 12

WRIGGLESWORTH, FREDERICK STEPHEN, Kidderminster, Grocer Kidderminster Pet Dec 13 Ord Dec 13

FIRST MEETINGS.

ASHTON, CHARLES JAMES, Essex rd, Islington, Provision Dealer Dec 23 at 1 Bankruptcy bldgs, Carey st

BLEAKLEY, EDWIN FRANKLIN, and ALFRED BLEAKLEY, Burnley, Cotton Spinners Dec 23 at 3 Exchange Hotel, Nicholas st, Burnley

BOSLEY, HERBERT EDWARD, Penarth, Glam, Grocer Dec 30 at 2.30 Off Rec, 29, Queen st, Cardiff

BRAY, DAVID HENRY, Pontypridd, Glam, Confectioner Dec 23 at 3 Off Rec, Merthyr Tydfil

BROMFIELD, J COLLY, Threadneedle st, Engineer Dec 23 at 2.30 Bankruptcy bldgs, Carey st

BROWN, EDMUND, Aintree, nr Liverpool, Hay Dealer Dec 28 at 3 Off Rec, 35, Victoria st, Liverpool

BROWN, ISABELLA, South Hylton, nr Sunderland, Rivet Manufacturer Dec 23 at 2.30 Off Rec, 25, John st, Sunderland

BURNS, WILLIAM THOMAS, Penkridge, Staffs, Tailor Jan 12 at 2 Off Rec, St Martin's place, Stafford

CHAMBERS, ALFRED, Reading, Shoeing Smith Dec 23 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

COOPER, JOHN BARTLETT, Bryanston st, Edgware rd, Coffee house Keeper Dec 23 at 11 Bankruptcy bldgs, Carey street

COTTAM, WILL WHALLEY, Bury, late Licensed Victualler Dec 23 at 10.30 16, Wood st, Bolton

CROCKER, GEORGE, Gateley rd, Brixton, lately Baker Dec 23 at 12 Bankruptcy bldgs, Carey st

DEAN, HENRY BARTON, Abergavenny, Mon, Ironmonger Dec 23 at 12 Off Rec, Merthyr Tydfil

DIXON, ALEXANDER HAMILTON, Upper Bedford place Dec 23 at 11.30 Bankruptcy bldgs, Carey st

FINLAY, WILLIAM PATON, Jackson's bldgs, Finsbury park, Builder Dec 23 at 1 Bankruptcy bldgs, Carey st

FORDER, FREDERICK, Long acre, Coach Builder Dec 23 at 2.30 Bankruptcy bldgs, Carey st

GWYTHER, JOHN, Lamphey, Pembs, Shipwright Jan 4 at 2.15 Temperance Hall, Pembroke Dock

HEAVENS, WILLIAM EDWARD, Hindon st, Victoria station, Brass Founder Dec 23 at 11 Bankruptcy bldgs, Carey street

IBBITSON, JAMES HENRY, Leeds, late Greengrocer Dec 23 at 11 Off Rec, 22, Park row, Leeds

JONES, RICHARD, Gadfa, Llantrisant, Anglesey, Farmer Jan 5 at 12 Magistrates' room, Bangor

KYNNERSLEY, THOMAS, sen, Birmingham, Boot Dealer Dec 30 at 11.30 23, Colmore row, Birmingham

KYNNERSLEY, THOMAS, jun, Aston juxta Birmingham Clothier Dec 30 at 11.30 23, Colmore row, Birmingham

LANGLEY, WILLIAM GEORGE, Liverpool, Insurance Clerk Dec 28 at 3.30 Off Rec, 35, Victoria st, Liverpool

MAPP, WILLIAM, Monmouth, late Innkeeper Dec 23 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

MILLS, REUBEN, West Hartlepool, Grocer Dec 23 at 3.30 Off Rec, 25, John st, Sunderland

HENRY POLCHET & Co, late of Cornhill, Company Promoters Dec 23 at 12 Bankruptcy bldgs, Carey st

RADCLYFFE, WILLIAM, High st, Camden Town, Watchmaker Dec 23 at 2.30 Bankruptcy bldgs, Carey st

RAWSTRON, EDWARD, Oldham, Manager for Higginshaw Mills and Spinning Co, Lim Dec 23 at 11 Off Rec, Bank chmbrs, Queen st, Oldham

ROGERS, THOMAS, Pembroke Dock, Licensed Victualler Jan 4 at 2 Temperance Hall, Pembroke Dock

ROW, SIDNEY, Cardiff, Grocer Dec 30 at 12 Off Rec, 29, Queen st, Cardiff

SHARP, HENRY, Brockenhurst, Hants, Managing Director of a Pottery Dec 23 at 12.30 Grand Hotel, Bournemouth

SIMS, SIMON, Mountain Ash, Glam, Stoker Dec 23 at 2 Off Rec, Merthyr Tydfil

SINGER, ABRAHAM, late Thomas st, Bucks row, Whitechapel, Fancy Shoe Manufacturer Dec 23 at 11 Bankruptcy bldgs, Carey st

SOUTHERN, GEORGE H, Harrington rd, South Kensington, Hotel Proprietor Dec 23 at 11 Bankruptcy bldgs, Carey st

SUMMERS, WILLIAM, Lower rd, Rotherhithe, Cheesemonger Dec 28 at 2.30 Bankruptcy bldgs, Carey st

TAUNTON, GEORGE EDWIN, George st, Mansion House, Financial Agent Dec 29 at 12 Bankruptcy bldgs, Carey st

TWIST, SAMUEL, Birmingham, Haulier Dec 29 at 11 23, Colmore row, Birmingham

ADJUDICATIONS.

BARKER, MARY EMILY, East Sheen, Surrey, Widow Wandsworth Pet Dec 10 Ord Dec 10

BATES, HENRY BAKER, St Helens junctn, Lancs, Physician Liverpool Pet Dec 13 Ord Dec 13

BEEVERS, ROBERT, Leeds, Vocalist Leeds Pet Dec 12 Ord Dec 12

BISHOP, ALBERT, Bassaleg, Mon, Coal Merchant Newport, Mon Pet Dec 14 Ord Dec 14

BLANCHARD, JOHN, St Leonard rd, Bromley by Bow, Confectioner High Court Pet Dec 12 Ord Dec 13

BRUCE, MARY LANGDON, Regent st, Milliner High Court Pet Nov 22 Ord Dec 13

BURNS, WILLIAM THOMAS, Penkridge, Staffs, Tailor Stafford Pet Dec 10 Ord Dec 10

DAVIS, JOHN, Thornhill crst, Barnsbury, Commission Agent High Court Pet Dec 14 Ord Dec 14

DAWES, DAVID, Kidderminster, Solicitor Kidderminster Pet Nov 14 Ord Dec 7

DIMMOCK, WILLIAM, Luton, Beds, Straw Hat Manufacturer Luton Pet Dec 13 Ord Dec 13

DUCKWORTH, TATTERSALL, Accrington, General Draper Blackburn Pet Oct 17 Ord Dec 12

DUNKLEY, ALFRED, Leicester, Boot Manufacturer Leicester Pet Dec 6 Ord Dec 12

EDMONDS, JAMES ROBERT, Falmouth, Baker Truro Pet Dec 12 Ord Dec 13

GREGORY, JAMES WILLIAM, Nottingham, Baker Nottingham Pet Dec 13 Ord Dec 13

HARRIS, EDWARD JAMES, Smethwick, Staffs, Merchant West Bromwich Pet Nov 5 Ord Dec 12

HEDDON, HENRY, Borough, Bridgerule West Cornwall, Farmer Barnstaple Pet Dec 14 Ord Dec 14

HOMES, RICHARD, Ledbury, Herefordshire, Solicitor Worcester Pet Sept 13 Ord Dec 6

JONES, RICHARD, Gadfa, Llantrisant, Anglesey, Farmer Bangor Pet Nov 21 Ord Dec 14

LLOYD, EDWARD, Bridge end, Whitton, Radnor, Wheelwright Leominster Pet Dec 6 Ord Dec 13

MARTIN, CHARLES ERNEST, Nottingham, Grocer Nottingham Pet Dec 12 Ord Dec 12

MILLER, JOSIAH, Kingsland rd, Shoreditch, Cabinet Maker High Court Pet Dec 12 Ord Dec 12

MOORE, HERBERT ERNEST, Beckenham, Kent Croydon Pet Oct 17 Ord Dec 6

MORRIS, HENRY A, Swansea, Grocer Swansea Pet Nov 25 Ord Dec 12

MUNCEY, RICHARD LEWIN, Milton rd, Acton, of no occupation Brentford Pet Dec 5 Ord Dec 12

RYE, GEORGE THOMAS, Bailey's hill, nr Sevenoaks, Kent, Farmer Tunbridge Wells Pet Dec 13 Ord Dec 14

SALTER, WILLIAM, Tavistock, Devon, Butcher East Stonehouse Pet Dec 13 Ord Dec 13

SARTER, JAMES, South Norwood, Surrey, Builder Croydon Pet July 14 Ord Dec 10

SCARBOROUGH, WILLIAM, Nelson, Lancs, Stonemason's Labourer Burnley Pet Dec 10 Ord Dec 13

SINCLAIR, ELIZABETH, Liverpool, Licensed Victualler Liverpool Pet Nov 30 Ord Dec 12

SUDDADY, WILLIAM COLLETT, Headingley, Leeds, Tailor Leeds Pet Dec 14 Ord Dec 14

THOMAS, DAVID WILLIAM, Cadoxton-juxta-Barry, Glam, Joiner Cardiff Pet Dec 10 Ord Dec 10

TUCKER, HENRY EMILIUS, Nutfield, Surrey, Gent Croydon Pet Oct 5 Ord Dec 6

VIDLER, HENRY, Hastings, GCder Hastings Pet Dec 8 Ord Dec 14

WALKER, WALTER, Filey, Yorks, Assistant to Aerated Water Manufacturer Scarborough Pet Dec 13 Ord Dec 14

WATSON, HENRY HAYDOCK, Leeds, late Grocer Leeds Pet Dec 12 Ord Dec 12
WEST, SAMUEL, Swansea, Grocer Swansea Pet D c 12 Ord Dec 12
WILLIAMS, CAROLINE, Welling, Kent, Market Gardener Rochester Pet Nov 24 Ord Dec 12
WILLIAMS, ISAAC, Rhyl, Bootmaker Bangor Pet Nov 5 Ord Dec 10
WRIGGLESWORTH, FREDERICK STEPHEN, Kidderminster, Grocer Kidderminster Pet Dec 13 Ord Dec 13

London Gazette—TUESDAY, Dec. 2[illegible].

RECEIVING ORDERS.

AINSCOUGH, JOHN WALTER, Barry Dock, nr Cardiff, Tailor Cardiff Pet Dec 15 Ord Dec 15
ARMITAGE, EDWARD, Stocksmoor, Yorks, Woollen Draper Huddersfield Pet Dec 6 Ord Dec 16
BALL, WILLIAM, Worcester, Innkeeper Worcester Pet Dec 16 Ord Dec 16
BARTLE, FRED, Leeds, Pork Butcher Leeds Pet Dec 15 Ord Dec 15
BEWS, JAMES RANDALL, Brownhills, Staffs, Farmer Walsall Pet Dec 13 Ord Dec 13
BOOTH, HENRY, Romford, Essex, Builder Chelmsford Pet Dec 15 Ord Dec 15
BOTLY, WILLIAM POWELL, Yonge park, Holloway, late Hosier High Court Pet Dec 16 Ord Dec 16
BOWES, GEORGE, Gt Barugh, Yorks, Tailor Scarborough Pet Dec 16 Ord Dec 16
BURDETT, REUBEN, Brow Bridge, Greetland, nr Halifax, Publican Halifax Pet Dec 17 Ord Dec 17
BYWATER, JOHN, Nottingham, Grocer Nottingham Pet Dec 15 Ord Dec 15
COLEMAN, WILLIAM, Clacton on Sea, Essex, Tobacconist Colchester Pet D c 17 Ord Dec 17
FRY, HENRY WILLIAM, Fenchurch avenue, formerly Paint Manufacturer High Court Pet Dec 6 Ord Dec 16
GARNHAM, DAVID BROWN, Boscombe, co Southampton, Accountant Poole Pet Nov 16 Ord Dec 16
GEDGE, MARK WOOLSTON, Southtown next Great Yarmouth, Carter Great Yarmouth Pet Dec 15 Ord Dec 15
GIBBONS, GEORGE, Birmingham, Baker Birmingham Pet Nov 29 Ord Dec 13
GLADWISH, JAMES, Croydon, Surrey, Grocer's Assistant Croydon Pet Dec 13 Ord Dec 13
GRIFFITHS, GEORGE, Pontypridd, Glam, Builder Pontypridd Pet Dec 14 Ord Dec 14
HARRISON, JOHN, Newcastle st, Strand, Publican High Court Pet Oct 28 Ord Dec 16
HAYWARD, ARCHER SAMUEL, Walton on the Naze, Wine Agent High Court Pet Dec 16 Ord Dec 16
HOLMES, ROBERT CAMPBELL, Change alley, Commission Agent High Court Pet Dec 15 Ord D c 15
HUTCHINSON, ISRAEL, Bishop Auckland, Miner Durham Pet Dec 15 Ord Dec 15
JAMES, PHILIP ROBIN, Cardiff, Theatrical Agent Pontypridd Pet Dec 14 Ord Dec 14
JOHNS, WILLIAM, Tonypandy, Glam, Grocer Pontypridd Pet Dec 14 Ord Dec 14
KELLY, JOHN, Newport, Mon, Tailor Newport, Mon Pet Dec 16 Ord Dec 16
LE WORTHY, GEORGE, Edgbaston, Warwickshire, Schoolmaster Birmingham Pet Dec 16 Ord Dec 16
LINWOOD, WILLIAM, Beckenham, Kent Croydon Pet Oct 29 Ord Nov 29
MASTERS, MARY JANE, Manchester, Dressmaker Manchester Pet Dec 16 Ord Dec 16
MOODY, WILFRED, Leeds, Milk Dealer Leeds Pet Dec 16 Ord Dec 16
NICHOLLS, ALFRED, High Wycombe, Bucks, Boot Dealer Aylesbury Pet Nov 27 Ord Dec 17
PEARSON, JOHN, Low Dunsforth, Yorks, Farmer York Pet Dec 15 Ord Dec 15
RICHARDS, G H, Stonebridge rd, South Tottenham Edmonton Pet Nov 4 Ord Dec 12
ROBERTS, VALENTINE, Broseley, Salop, Innkeeper Madeley Pet Dec 16 Ord Dec 16
ROBINSON, JOHN, Darlington, Builder Stockton on Tees and Middlesborough Pet Dec 15 Ord Dec 15
ROBINSON, RICHARD CHAMBERS, late of Wakefield, Horse Dealer Wakefield Pet Nov 30 Ord Dec 14
RUTHVEN, THOMAS GEORGE, Milford Haven, Fish Buyer Pembroke Dock Pet Dec 16 Ord Dec 16
SADLER, EPHRAHIM, Salford, Glass Merchant Salford Pet Dec 17 Ord Dec 17
SEALY, GEORGE, Fitzhugh, co Southampton, Commission Agent Southampton Pet Dec 15 Ord Dec 15
SHEPHERD, WILLIAM THOMAS GARLAND, Caistor, Lincs, Bill Poster Gt Grimsby Pet Dec 17 Ord Dec 17
SMORESMITH, BENJAMIN, Brighton, of no occupation Brighton Pet Dec 17 Ord Dec 17
SMITH, CHARLES, Doncaster, Horse Dealer Sheffield Pet Dec 16 Ord Dec 16
SMITH, JOHN, Mansfield, Notts, Boot Manufacturer Nottingham Pet Dec 16 Ord Dec 16
THOMPSON, GWENDOLINE, Liverpool, Miller Liverpool Pet Dec 15 Ord Dec 15
WILLIAMS, CALEB, Malvern, Coffee House Keeper Worcester Pet Dec 17 Ord Dec 17
WILSHER, S M, Seven Sister's rd, Stamford hill, Builder High Court Pet Nov 26 Ord Dec 15
WISE, JOHN CHARLES, Nottingham, late Butcher Nottingham Pet Dec 6 Ord Dec 16

The following amended notice is substituted for that published in the London Gazette Dec. 16:—

WRIGGLESWORTH, FREDERICK STEPHEN, Kidderminster, Grocer Kidderminster Pet Dec 13 Ord Dec 13

RECEIVING ORDER RESCINDED.

MERK, CHARLES LYON, Wandsworth, Surrey, Brewer High Court Ord Nov 16 Resc Dec 14

ORDER DISMISSING PETITION AND RESCINDING RECEIVING ORDER.

DE MURRIETA, C., & Co, Adam's ct, Merchants High Court Pet July 30 Ord Aug 15 Dis and Resc Dec 19

FIRST MEETINGS.

AKED, WILLIAM, Macclesfield, Mineral Water Manufacturer Dec 29 at 12 Off Rec, 23, King Edward st, Macclesfield
ARMITAGE, EDWARD, Stocksmoor, Yorks, Woollen Draper Dec 30 at 3 Off Rec, 6, Queen st, Huddersfield
BARRATT, HARRY, Northampton, Engineer Jan 2 at 1.15 County Court bldgs, Northampton
BARROW, CHARLES, Great Yarmouth, Commission Agent Dec 31 at 11.30 Off Rec, 8, King st, Norwich
BLANCHARD, JOHN, St Leonard's rd, Bromley by Bow, Confectioner Dec 28 at 11 Bankruptcy bldgs Carey st
BOORNE, CHARLES JAMES, Walsall, of no occupation Jan 12 at 11.30 Off Rec, Walsall
BORRAS, THOMAS, Craven st, Strand, Scrivener Dec 29 at 12 Bankruptcy bldgs, Carey st
BRADFORD, FREDERICK, Leominster, Herefordshire, Saddler Dec 30 at 10.30 18, Corn sq, Leominster
BRUCE, MARY LANGDON, Regent st, Milliner Dec 29 at 11 Bankruptcy bldgs, Carey st
BUSFIELD, RICHARD, Harmby, nr Leyburn, Yorks, Cattle Dealer Dec 30 at 11.30 Court house, Northallerton
CAUSBY, THOMAS, Lower Winchendon, Bucks, Carrier Dec 30 at 12 1, St Aldate's, Oxford
CHRISTIE, WILLIAM, Friern rd, East Dulwich, formerly Watchmaker Dec 28 at 12 Bankruptcy bldgs, Carey st
CURTIS, ALFRED, Cambridge mews, Albany st, Regent's pk, late Jobmaster Dec 30 at 11 Bankruptcy bldgs, Carey st
CURTIS, JOSEPH, Bilston, Staffs, Baker Jan 16 at 12 Off Rec, Wolverhampton
DAVIS, JOHN, Thornhill cres, Barnsbury, Commission Agent Dec 30 at 12 Bankruptcy bldgs, Carey st
EDMOND, JOHN HERBERT WILLIAM, Pontardulais, Glam, late Brewer's Traveller Dec 28 at 12 Off Rec, 31, Alexandra rd, Swansea
EDMONDS, JAMES ROBERT, Falmouth, Baker Dec 29 at 12.30 Off Rec, Boscawen st, Truro
GIBBS, THOMAS, Gt Marlborough st, Licensed Victualler Dec 28 at 12 Bankruptcy bldgs, Carey st
GILES, W. O., Montpelier st, Brompton, of no occupation Dec 29 at 1 Bankruptcy bldgs, Carey st
HOPKINS, EDITH, St Stephen's, New Brunswick, Canada, Photographer Dec 31 at 11 Off Rec, 13, Bedford circus, Exeter
HUGHES, WILLIAM, Portmadoc, Carnarvonshire, Butcher Jan 12 at 11.45 Police Court, Portmadoc
JOHNSON, JOSEPH, Short Heath, nr Wolverhampton, Beerhouse Keeper Jan 16 at 12.30 Off Rec, Wolverhampton
JONES, WILLIAM, Hanley, Butcher Dec 29 at 12 Off Rec, Newcastle under Lyme
LAVIS, WILLIAM HENRY, Nottingham, Stationer Dec 29 at 12 Off Rec, St Peter's Church walk, Nottingham
LEE, HENRY, Gorleston, Norfolk, Boat Builder Dec 31 at 11 Off Rec, 8, King st, Norwich
LINKLATER, HENRY, & Co, Leadenhall st, Shipbrokers Dec 30 at 1 Bankruptcy bldgs, Carey st
LLOYD, EDWARD, Bridgend, Whitton, Radnor, Wheelwright Dec 30 at 10.30 18, Corn sq, Leominster
MARTIN, CHARLES ERNEST, Nottingham, Grocer Dec 29 at 11 Off Rec, St Peter's Church walk, Nottingham
MAW, THOMAS, North Shields, Cab Proprietor Dec 28 at 12 Off Rec, Pink lane, Newcastle on Tyne
MERRYFIELD, WALTER, Waldershare, Kent, Farmer Jan 6 at 10 Off Rec, 73, Castle st, Canterbury
MILLER, JOSIAH, Kingsland rd, Shoreditch, Cabinet Maker Dec 29 at 2.30 Bankruptcy bldgs, Carey st
MILLS, ROBERT BEST, Kettering, Machinist Jan 2 at 12.30 County Court bldgs, Northampton
MITCHELL, CHARLES, FREDERICK MITCHELL, and HEZEKIAH MITCHELL, Silsden, Yorks, Worsted Coating Manufacturers Dec 29 at 11 Off Rec, 31, Manor row, Bradford
MOORE, HERBERT ERNEST, Beckenham, Kent Dec 29 at 11.30 24, Railway app, London Bridge
PARFREY, JAMES, Swansea, Cycle Maker Dec 27 at 2 Off Rec, 31, Alexandra rd, Swansea
PEARSON, JOHN, Low Dunsforth, Yorks, Farmer Dec 29 at 12.30 Off Rec, York
PINDER, JOHN WILLIAM, West Hartlepool, General Draper Dec 28 at 3.30 Off Rec, 25, John st, Sunderland
RANKIN, HENRY GEORGE, and RALPH ROBINSON, Sunderland, Tailors Dec 28 at 2.30 Off Rec, 25, John st, Sunderland
SALTER, WILLIAM, Tavistock, Devon, Butcher Dec 30 at 3 10, Athenæum trrce, Plymouth
SARTER, JAMES, South Norwood, Surrey, Builder Dec 29 at 12.30 24, Railway approach, London Bridge
SCOTT, JOHN, Ripon, Yorks, Painter Dec 30 at 11.30 Off Rec, Court house, Northallerton
SPALDING, MONTAGUE, Marylebone lane Dec 30 at 11 Bankruptcy bldgs, Carey st
STOCK, CHARLES JOHN, Ramsgate, Provision Dealer Dec 31 at 11.15 Room 53, Bankruptcy bldgs, Carey st, Lincoln's inn
TANTRUM, JOHN, Bucknell, Salop, Farm Labourer Dec 30 at 10.30 18, Corn sq, Leominster
THOMAS, DAVID, Lleinau, Llandyssul, Cardiganshire, Weaver Jan 7 at 2.30 Off Rec, 11, Quay st, Carmarthen
THOMASSIN, CLEMENT DAVID, Southampton row, Bloomsbury, Portmanteau Manufacturer Dec 30 at 2.30 Bankruptcy bldgs, Carey st
WESTERGAARD, IENS CHRISTIAN, Newcastle on Tyne, Importer Dec 28 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
WILLIAMS, EDWARD, Presteigne, Radnor, Haulier Dec 30 at 10.30 18, Corn sq, Leominster

ADJUDICATIONS.

BARTLE, FRED, Leeds, Pork Butcher Leeds Pet Dec 15 Ord Dec 15
BILLINGS, FREDERICK, St Mary Cray, Kent, Architect Croydon Pet Oct 5 Ord Dec 16
BOOTH, HENRY, Romford, Essex, Builder Chelmsford Pet Dec 14 Ord Dec 15
BOTLY, WILLIAM POWELL, Yonge park, Holloway, late Hosier High Court Pet Dec 16 Ord Dec 16
BOWES, GEORGE, Gt Barugh, Yorks, Tailor Scarborough Pet Dec 16 Ord Dec 16
BROWN, ISABELLA, South Hylton, nr Sunderland, Rivet Manufacturer Sunderland Pet Nov 18 Ord Dec 15
BROWNE, EBENEZER CHARLES, Walton on the Naze, Essex, Actuary Colchester Pet Sept 14 Ord Dec 16
BYWATER, JOHN, Nottingham, Grocer Nottingham Pet Dec 15 Ord Dec 15
CAUSBY, THOMAS, Lower Winchendon, Bucks, Carrier Aylesbury Pet Dec 9 Ord Dec 16
CHAMBERS, ALFRED, Reading, Shoeing Smith Reading Pet Dec 2 Ord Dec 17
CHAPMAN, CHARLES, Puckeridge, Herts, Brewer Hertford Pet Oct 29 Ord Dec 8
COLES, WILLIAM, Winchester, Builder Winchester Pet Nov 25 Ord Dec 16
COSTER, JAMES, Eastbourne, Builder Eastbourne Pet Nov 30 Ord Dec 8
CURTIS, JOSEPH, Bilston, Staffs, Baker Wolverhampton Pet Dec 7 Ord Dec 16
EVANS, CHARLES HARWOOD, Cheshunt, Herts, Fruit Grower Edmonton Pet Nov 18 Ord Dec 15
FINLAY, WILLIAM PATON, Jackson's bldgs, Finsbury Park, Builder High Court Pet Dec 8 Ord Dec 14
GEDGE, MARK WOOLSTON, Southtown next Great Yarmouth, Carter Great Yarmouth Pet Dec 15 Ord Dec 15
GLADWISH, JAMES, Croydon, Surrey, Grocer's Assistant Croydon Pet Dec 13 Ord Dec 13
GRIFFITHS, GEORGE, Pontypridd, Glam, Builder Pontypridd Pet Dec 14 Ord Dec 14
HALL, FREDERICK, Norwich, Carpenter Norwich Pet Dec 2 Ord Dec 16
HAYWARD, ARCHER SAMUEL, Walton on the Naze, Essex, Wine Agent High Court Pet Dec 16 Ord Dec 16
HOLMES, ROBERT CAMPBELL, Change alley, Commission Agent High Court Pet Dec 15 Ord Dec 17
HUGHES, EDWARD, Solihull, Warwickshire, Builder Birmingham Pet Dec 10 Ord Dec 15
HUTCHINSON, ISRAEL, Bishop Auckland, Miner Durham Pet Dec 15 Ord Dec 15
JAMES, PHILIP ROBIN, Cardiff, Theatrical Agent Pontypridd Pet Dec 14 Ord Dec 14
JENKINS, HENRY DIX, Cambridge rd, Teddington, Gent Kingston, Surrey Pet Aug 9 Ord Dec 16
JOHNS, WILLIAM, Tonypandy, Glam, Grocer Pontypridd Pet Dec 13 Ord Dec 14
LANGLEY, WILLIAM GEORGE, Liverpool, Insurance Clerk Liverpool Pet Dec 2 Ord Dec 17
MAGGS, JANE, Stamford hill, Widow Edmonton Pet Oct 28 Ord Dec 13
MAW, THOMAS, North Shields, Cab Proprietor Newcastle on Tyne Pet Dec 1 Ord Dec 14
MEDD, GEORGE TATE, Whitchurch, Bucks, Clerk in Holy Orders Aylesbury Pet Nov 16 Ord Dec 15
MOODY, WILFRED, Leeds, Milk Dealer Leeds Pet Dec 16 Ord Dec 16
PATTERSON, SARAH HANNAH, Croydon, Surrey, Paper Hanging Warehouseman Croydon Pet Dec 9 Ord Dec 15
PEARSON, JOHN, Low Dunsforth, Yorks, Farmer York Pet Dec 15 Ord Dec 15
PINCHARD, WILLIAM AYRTON BIDDULPH, Dewsbury, Solicitor Dewsbury Pet Dec 9 Ord Dec 16
RIMINGTON, JOHN, Pickworth, Lincs, formerly Farmer Nottingham Pet Dec 14 Ord D c 14
ROBERTS, VALENTINE, Broseley, Salop, Innkeeper Madeley Pet Dec 15 Ord Dec 16
ROBINSON, JOHN, Darlington, Builder Stockton on Tees and Middlesborough Pet Dec 15 Ord Dec 15
SHEPHERD, WILLIAM THOMAS GARLAND, Caistor, Lincs, Bill Poster Gt Grimsby Pet Dec 16 Ord Dec 17
SMITH, CHARLES, Doncaster, Horse Dealer Sheffield Pet Dec 16 Ord Dec 16
SMITH, JOHN, Mansfield, Notts, Boot Manufacturer Nottingham Pet Dec 16 Ord Dec 16
SEALY, GEORGE, Fitzhugh, Southampton, Commission Agent Southampton Pet Dec 15 Ord Dec 15
WESTERGAARD, IENS CHRISTIAN, Newcastle on Tyne, Importer Newcastle on Tyne Pet Dec 6 Ord Dec 14
WILLIAMS, CALEB, Malvern, Coffee house Keeper Worcester Pet Dec 17 Ord Dec 17

The following amended notice is substituted for that published in the London Gazette, Dec. 16:—

EDMONDS, JAMES ROBERT, Falmouth, Baker Truro Pet Dec 12 Ord Dec 13